

AGREEMENT
BETWEEN
THE
NATIONAL RAILROAD PASSENGER CORPORATION
AND THE
UNITED TRANSPORTATION UNION
REPRESENTING
YARDMASTERS
AND
ASSISTANT YARDMASTERS
ON
AMTRAK

EFFECTIVE JANUARY 1, 1983

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The following represents a synthesis of the current collective bargaining agreement between the parties, reflecting updates to the agreement since its effective date of January 1, 1983. The parties have attempted to make this update as comprehensive as possible; however, there may be letter agreements which have been inadvertently omitted from this revision. Any such letters are not superceded by this synthesis and remain in effect according to their own terms.

PREAMBLE

As used in this Agreement, position titles are deemed to be without gender and no position title shall be construed in any way to denote the gender of the occupant of the position or be used in any way so as to restrict access to the position by reason of sex. Neither party to this agreement will discriminate against any employee with regard to race, color, religion, sex, national origin, age, handicap, or sex orientation. Consideration of the qualifications of candidates for employment, promotion or transfer will be based on qualifications which are job related.

RULE 1 - SCOPE

The provisions set forth in this Agreement shall constitute an Agreement between the National Railroad Passenger Corporation and its yard masters, represented by the United Transportation Union and shall govern the hours of service, working conditions and rates of pay of the respective positions and employees classified herein.

Where yard masters are employed they will report to and receive their instructions and directions, if any, from the superintendent, transportation manager or other designated official and shall have jurisdiction over all employees in the assigned territory involved in yard operations and will direct yard operations, make up and movement of trains, engines and cars therein. Within the territory assigned, a yard master must determine:

- Crews report for duty with prescribed number of employees at the appointed times;
- Employees properly discharge their duties;
- Trains are made up correctly and promptly moved at the times prescribed;
- Cars and engines are handled carefully;

and in conjunction with the foregoing, yard masters will plan, coordinate and effect economical operations, seeing there is full compliance with operating and safety rules.

RULE 2 - DEFINITIONS

The term "yard master" shall include yard master and assistant yard master.

The term "regular yard master" means an employee holding an advertised position other than an extra list position.

The term "extra yard master" means an employee assigned to a yard master extra list.

The term "unassigned yard master" means an employee with yard master seniority who does not hold an advertised yard master position.

The term "substitute yard master" means an employee who has made known, in writing (copy to Local Chairman), his desire to become a yard master, but who has not acquired seniority.

Except as otherwise specified, all reference to number of days means calendar days.

The term "duly accredited representative", as used in this Agreement, unless otherwise specifically designated, shall be understood to mean the regularly constituted committee, or any member or members thereof, or an officer of the organization signatory hereto.

RULE 3 – PROBATIONARY PERIOD

- (a) Applications for employees newly hired or newly appointed to positions covered by this Agreement shall be approved or disapproved within one hundred twenty (120) calendar days after applicants begin work on a position covered by the Agreement. If applications are not disapproved within the one hundred twenty (120) calendar day period, the applications will be considered as having been approved. Applicants shall within one hundred twenty (120) calendar days from date of employment, if requested, have returned to them all documents which have been furnished to the Corporation.
- (b) In the event of applicants giving materially false information, the one hundred twenty (120) calendar day time limit shall not apply. However, this exception; shall not be applicable to employees who have been in service for a period of three (3) years or more.

RULE 4 – CONSIDERATION FOR PROMOTION

Yard masters will be considered for promotion to official positions as opportunity may offer.

RULE 5 – SENIORITY DISTRICTS

The seniority districts are set forth in Appendix "B". Subject to agreement between the Director-Labor Relations and the General Chairman, the seniority districts will be revised to coincide with the operating divisions.

RULE 6 – DATE OF SENIORITY

- (a) The seniority of a yard master, except as provided in paragraph (b) of this rule, shall be the date established and shall be confined to the seniority district where regularly assigned or where last worked in the craft. Yard masters filling official positions covered by Rule 9 - Official or Excepted Positions, will be shown on the seniority district where last employed as a yard master.
- (b) Subsequent to the date of this Agreement, seniority of yard masters shall date from the first date they are assigned to a regular position, after having demonstrated their qualifications by remaining on such a position for ninety (90) days.

It is agreed that days assigned to an extra list established pursuant to Rule 30 will be counted towards the ninety (90) day requirement in establishing seniority as a yard master as set forth in this paragraph. It was also further understood that days on which an employee is not available for service on the extra list will not be counted in the fulfillment of the ninety (90) day period.

- (c) The Division Manager-Labor Relations shall advise the interested Local Chairman currently as yard masters acquire roster standing, giving date of seniority and date acquired ninety (90) days service.

RULE 7 - ROSTERS

Seniority rosters showing rank, name, employee number and seniority date as yard master must be issued by the Company to the Office of each Transportation Manager, Assistant Transportation Manager

and Yard Master, and will be open to the inspection of all concerned. Rosters will be revised as of June 1st of each year, and copies must be furnished the appropriate Local Chairman and General Chairman not later than June 30th.

RULE 8 – RIGHT OF PROTEST

- (a) A yard master shall have thirty (30) calendar days from the date on which his name first appears on the roster, except as otherwise provided in paragraph (b) of this rule, to file a protest with the Division Manager-Labor Relations, in writing, against his seniority date or his relative standing as they are shown thereon. In the event a yard master is absent because of furlough, vacation, sickness, disability, or leave of absence, at the time the roster is issued, the above time limit of thirty (30) calendar days for filing his protest shall commence on the day such furlough, vacation, sickness, disability or leave of absence ends. If no written protest is filed with the Division Manager-Labor Relations within the thirty (30) day period, no protest shall be entertained unless the yard masters's seniority date or relative standing is changed from that first shown, in which event the yard master in question shall be permitted to file a protest within thirty (30) calendar days from the date of the change.
- (b) A yard master likewise shall have the same thirty (30) day period in which to protest the omission or removal of his name from the first roster from which his name was omitted or removed. If no written protest is filed within such thirty (30) day period, the omission or removal of the yard master's name shall be deemed to be correct and shall not be subject to further protest.
- (c) Nothing in this rule shall operate to permit protest against seniority dates established prior to the effective date of this Agreement.
- (d) A note shall be placed on each roster stating the time limit for filing protest thereto.
- (e) No change in seniority standing of any yard master will be made by the Corporation without conference and agreement with the Local Chairman, except for the addition of names of employees retaining seniority under Rule 9 - Official or Excepted Positions, who return to positions covered by this Agreement after the posting of the preceding roster.

RULE 9 – OFFICIAL OR EXCEPTED POSITIONS – RETENTION OF SENIORITY

A yard master promoted to an official position by the Corporation shall retain and accumulate seniority in the seniority district from which promoted. A promoted yard master shall be subject to the maintenance of membership requirements of the Union Shop Agreement in order to retain and accumulate yard master seniority, except when required to belong to another union representing such official position.

RULE 10 – EXERCISE OF SENIORITY

- (a) A yard master who has established seniority as provided in Rule 5, and who has provided written notice to the designated officer, may displace a junior yard master by the exercise of his seniority, subject to the provisions of Rule 13 - Qualifications, in the following cases:
 - (1) When the position to which he is assigned is abolished;

- (2) When he is displaced by a senior yard master from the position to which he is assigned;
 - (3) When he returns from a position covered by Rule 9 - Official or Excepted Positions;
 - (4) When he returns to duty after being absent by reason of vacation, leave of absence, special assignment, sickness or disability and his position has been abolished or filled by award or displacement;
 - (5) When the starting time of his assignment is changed by two hours or more;
 - (6) When change is made in the rate of pay of his position, except a change resulting from the application of a general wage increase or decrease;
 - (7) When change is made in the classification of his position;
 - (8) When a change is made in the assigned relief days of his position;
- (b) When a yard master becomes entitled to displace another yard master by the exercise of his seniority under the provisions of Items 1 to 5, inclusive, of paragraph (a) of this rule, he shall exercise seniority within 24 hours. Failure to exercise seniority to any position headquartered within his seniority district, shall result in forfeiture of all seniority under this Agreement. If he presents evidence to his employing officer that extenuating circumstances prevented the exercise of seniority, the 24 hours specified above shall be extended proportionately to the extent of his absence on account of such circumstances. When a yard master elects to exercise seniority under the provisions of items 6 to 8, inclusive, of paragraph (a) of this rule, he must do so within 24 hours from the effective date of the change.
- (c) A yard master forfeiting seniority or failing to comply with the provisions of the Union Shop Agreement shall not be used as a substitute yard master for a period of ninety (90) calendar days except by agreement with the Local Chairman.

RULE 11 – TRAINING FOR POSITIONS OF GREATER RESPONSIBILITY

Yard master positions as agreed to by the Director-Labor Relations and the General Chairman, may be used by the Corporation for training purposes and when so used shall not be subject to any provisions of this Agreement.

Individuals appointed to positions referred to in this rule who do not possess seniority under this Agreement shall not acquire any seniority while occupying such positions.

RULE 12 – LEAVE OF ABSENCE

- (a) A yard master shall, upon written request, be given a leave of absence without impairment of seniority to perform organization work, to accept an elective or appointive public office for which a competitive examination is not required, or to accept any appointive public office which is related to railroad work.
- (b) When the requirements of the service permit, a yard master shall, upon written request, be granted a leave of absence for a limited time with the privilege of renewal. A yard master who, without the special

permission of the Director-Labor Relations and the General Chairman, engages in other employment while absent on leave, shall forfeit seniority under this Agreement.

- (c) The Corporation shall advise the General Chairman, in writing, when leave of absence is granted a yard master.

RULE 13 - QUALIFICATIONS

Ability, fitness, and seniority are essential to appointment to positions of yard master. The Corporation's right to require employees to establish that they possess necessary qualifications, prior to being awarded positions, is recognized.

RULE 14 – BULLETINS AND AWARDS

- (a) New positions and all vacancies of thirty (30) calendar days or more duration shall be advertised within seven (7) calendar days in the seniority district where they occur and shall be posted for seven (7) calendar days.

Award will be made and bulletin announcing the name of the successful applicant will be posted within seven (7) calendar days after the date on which the advertisement is closed.

- (b) Subject to the provisions of Rule 13 - Qualifications, in the awarding of advertised positions and vacancies under this rule, bids from employees holding seniority as yard master will be considered in seniority order. Unassigned yard masters will be considered as having bid for any position or vacancy headquartered within thirty (30) miles of the point where he last worked as a yard master. If entitled to the position or vacancy, it will be awarded to him. If such yard master fails to report for the position, he shall forfeit his seniority.
- (c) Applications or cancellation of applications must be in writing and must be filed with the proper officer prior to the expiration of the advertisement.
- (d) An application from a yard master for the position he has just vacated by bid will not be considered unless such yard master has been displaced from a position to which he has bid, or no applications for the position are received from other yard masters, in which event his application for the position he has just vacated will be considered.

RULE 15 – CHANGES REQUIRING THE RE-ADVERTISEMENT OF POSITIONS

When any of the following changes occur in a regular position, the position shall be re-advertised in accordance with the provisions of Rule 14 - Bulletins and Awards:

- (1) Change of two (2) hours or more in starting time;
- (2) Change in rate of pay, except a change resulting from the application of a general wage increase or decrease;
- (3) Change in classification of a position;

(4) Change in assigned relief days.

Incumbent may exercise seniority at the time change is effective or continue in position until award is made.

RULE 16 – RETURN FROM ABSENCE

A yard master absent on account of vacation, leave of absence, discipline, sickness or disability shall return to his position, and may within 24 hours exercise seniority to any position bulletined during such absence, subject to the provisions of Rule 13 - Qualifications. If during his absence his position has been abolished, or filled by award or displacement, he may exercise seniority in accordance with the provisions of Rule 10 - Exercise of Seniority. If he fails to return to his position, or to exercise seniority within the 24 hour period, he shall forfeit all seniority under this Agreement, except that the 24 hour period will not apply when it is proven that extenuating circumstances prevented return to his position, or exercise of seniority, within such 24 hours.

RULE 17 – BASIS OF PAY

- (a) Eight (8) consecutive hours service, exclusive of the time required to make transfers, shall constitute a day, except where requirements of the service necessitate, an unpaid meal period or intermittent service will be established by agreement between the Director-Labor Relations and the General Chairman. The assignments of regular yard masters shall be five (5) days per week.
- (b) The monthly rates of pay specified in Appendix "A" are based on five (5) days per week assignments.
- (c) A yard master shall be paid a daily rate of pay for service rendered which shall be calculated as follows:
 - The daily rate shall be determined by multiplying the monthly rate by 12 and dividing by 261.
 - The straight time hourly rate shall be determined by dividing the daily rate by 8.
 - The overtime hourly rate shall be one and one-half times the straight time hourly rate.
- (d) Relief, extra and unassigned yard masters will be compensated on a daily basis for each day so assigned at the rate of the position filled, except as otherwise provided in Appendix "A".
- (e) The phrase "time required to make transfer" includes the time spent by a yard master when being relieved in transmitting to the relieving yard master the information necessary to enable the latter to fully and completely begin yard master service on the trick to which assigned. A yard master who is required to remain in charge during the time transfer is being made shall not be considered to have accrued overtime.

RULE 18 – OVERTIME, BASIS OF

Yard masters shall be paid on the actual minute basis at the rate of time and one-half for all time worked, continuous with and before or after their regular eight (8) hour work period, exclusive of the time required to made transfer, except:

- (1) A relief yard master working on two (2) positions covered by his regular assignment on any day, shall be paid at the straight time rate for the first eight (8) hours of service on each position.
- (2) Employees commencing work on a second tour of duty within a twenty (20) hour period from the starting time of their previous tour of duty will be paid at the time and one-half rate for such second tour.

RULE 19 - CALLS

A regular yard master notified or called to perform work and reporting for such work, between his regular work periods and not continuous therewith, shall be paid on the actual minute basis at the rate of time and one-half, with a minimum of two (2) hours at the time and one-half rate computed from the time he reports for such work.

RULE 20 - HOLIDAYS

- (a) Yard masters shall be paid at the rate of time and one-half for working on any of the following enumerated holidays, or the day observed by the Nation, in addition to their regular pay, which regular pay will be paid if he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday:

New Year's Day	Labor Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

NOTE: Christmas Eve is the day before Christmas is observed.

Except in unforeseen circumstances, regular yard masters shall he given not less than thirty-six (36) hours advance notice when they are required to work on a holiday.

- (b) Under no circumstances will a yard master be allowed more than one time and one-half payment for service performed by him during a tour of duty, whether it is a work day, a rest day, or a vacation day, which also is a holiday.
- (c) In instances when a recognized holiday falls on an assigned work day of a regular yard master assignment, the Carrier shall have the right to blank such position on that day and the yard master then holding such assignment shall be paid for that day on the basis of his regular straight time rate of pay, provided he does not render other compensated service for the railroad during the hours of such yard

master assignment and provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday. If any work of such position is performed by other than the incumbent on the shift on which it is blanked, it shall be performed in accordance with this Agreement.

- (d) (1) When any of the holidays enumerated in paragraph (a) hereof falls on a rest day of a regular yard master, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday falling on a rest day. A regular relief yard master who qualifies for pay for a holiday falling on a rest day in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding the holiday falling on a rest day. In addition to the one day's pay at the straight time rate for the rest day holiday herein provided, if a regular yard master works as a yard master on his rest day he shall be entitled to one time and one-half payment for service performed by him pursuant to paragraph (b) hereof.
 - (2) When any of the holidays enumerated in paragraph (a) hereof falls during a regular yard master's vacation period, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following his vacation period. A regular relief yard master who qualifies for pay for a holiday falling during his vacation period in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding his vacation period.
 - (3) Solely in the application of the holiday pay provided in Item (1) of this paragraph (d), extra yard masters shall be considered as having Tuesday and Wednesday as their "rest days". Such holiday pay shall be allowed at the Assistant Yard Master's Rate.
- (e) Effective January 1, 1983, each employee covered by the Agreement will receive a "personal holiday" in lieu of a workday, subject to the qualifying requirements of this rule. Such day will be selected by the employee, consistent with the requirements of service, upon 48 hours' advance notice to the Corporation. The "personal holiday" request must be made before October 12 of each year. Failing to do so, such "personal holiday" will be assigned by management.

RULE 21 – REST DAYS

- (a) Two regular rest days each week, designated by the Corporation, shall be assigned to each regular or relief position.

Such assigned rest days shall be the same days each week and shall be consecutive to the fullest extent possible. The Corporation may assign nonconsecutive days off to a position whenever consecutive days off would cause or necessitate working a yard master with reasonable regularity in excess of five (5) days per week or, by agreement with the General Chairman, days off may be accumulated over a period not to exceed five (5) consecutive weeks.

(b) A regular yard master required to perform service on either or both of the rest days assigned to his position will be paid in accordance with Rule 19 - Calls, except:

(1) where rest days are being accumulated or;

(2) where the yard master was not available for service for one or more work days of his work week.

If the yard master was not available for only one work day, the first eight (8) hours of rest day service shall be paid at the straight time rate. If the yard master was not available for two (2) or more work days, the first eight (8) hours of service on each rest day shall be paid at the straight time rate.

An extra yard master required to perform service in excess of five (5) days in his work week will be paid one and one-half times the straight-time rate for work on either or both the sixth or seventh day, except where such work is performed by an employee moving from one assignment to another in the exercise of seniority or under the provisions of Rule 30 - Extra Lists, but shall not have the right to claim work on such sixth or seventh day.

An unassigned or substitute yard master worked as such in excess of five (5) consecutive days will be paid one and one-half times the straight-time rate for work on either or both the sixth or seventh day but shall not have the right to claim work on such sixth or seventh day.

(c) The term "rest days" as used in this Agreement means that for a regular yard master, seventy-two (72) hours, and for a regular relief yard master (who performs five (5) consecutive days' yard master service), fifty-six (56) hours, shall elapse between the time he is required to report for duty on the day preceding his rest days and the time he is required to report for duty on the day following his rest days. These definitions of the term "rest days" will not apply in the case of transfers due to a yard master exercising seniority.

(d) Where relief requirements regularly consist of five (5) days work per week, a relief yard master position will be established and filled in accordance with Rule 14 - Bulletins and Awards.

Where relief requirements regularly consist of four (4) days work per week, a relief yard master position providing for four (4) days work per week will, where practicable, be established and filled in accordance with Rule 14 - Bulletins and Awards. An employee assigned to such position will have preference over extra men for available extra work covered by this Agreement to the extent of one (1) day per work week.

(e) Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees in the same seniority district.

(f) A regular yard master transferring from one regular position to another regular position assumes the rest days assigned to the latter position and will be paid straight time for days he actually works on such positions between last assigned rest day of former position and first assigned rest day of new position.

EXAMPLE: A yard master transfers from position having Wednesday and Thursday as rest days to position having Saturday and Sunday as rest days. First day worked on

position to which transferred was Monday. He will be paid on straight time basis from Friday of preceding week to and including Friday of current week.

- (g) Nothing in this Agreement shall be construed to require the filling of an assignment on the days off of the regular yard master where the work can be absorbed by other yard masters then on duty.
- (h) Any tour of duty worked by an unassigned yard master in the exercise of his rights in another craft or class will not be considered in any way in connection with the application of the provisions of this agreement.

RULE 22 – ATTENDING COURT, ETC.

- (a) A yard master required to attend court, inquest, or discipline investigation, as a witness for the Corporation, by direction of an officer of the Corporation shall be paid for actual time lost from duty.
- (b) A yard master required to attend court, inquest, or discipline investigation, as a witness for the Corporation, by direction of an officer of the Corporation on the day he is not assigned to work, shall be paid for eight (8) hours at the straight-time rate of his regular position. If time in attendance exceeds eight (8) hours, he will be paid for such excess time on a minute basis at the time and one-half rate.
- (c) A yard master required to attend court, inquest, or discipline investigation, as a witness for the Corporation, by direction of an officer of the Corporation, outside of his regular working hours on a day he performs work as yard master, shall be compensated for the actual time spent in attending the court, inquest, or investigation outside of his regular working hours, at the rate of time and one-half.
- (d) Necessary expenses will be allowed when away from headquarters. Witness fees and mileage shall be remitted to the Corporation.

RULE 23 – JURY DUTY

- (a) When a regularly assigned yard master is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight-time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements:
 - (1) A yard master must furnish the Corporation with a statement from the court of jury allowances paid and the days on which jury duty was performed.
 - (2) The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
 - (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

- (4) When a yard master is excused from railroad service account of jury duty, the Corporation shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) The above provisions shall apply to extra yard masters except that pay for time lost shall not exceed the basic day at the Assistant Yard Master rate.
- (6) Except as provided in paragraph (7), an employee will not be required to work on his assignment on days on which jury duty:
 - (a) ends within four hours of the start of his assignment; or
 - (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.
- (7) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

RULE 24 - QUALIFYING

- (a) A yard master, accepting a bulletined position, shall be permitted to qualify at his own expense, for a period of time to be determined by mutual agreement between the Local Chairman and General Superintendent.
- (b) If a regular yard master is required to qualify account of having been displaced, or if it is necessary for him to qualify over territory added to his district, he will be compensated at the rate of position last worked, for a period of time to be determined by the proper officer of the Corporation.
- (c) When it is evident that an employee will not qualify for a position, after conference with the Local Chairman, he may be removed from the position under Rule 10 - Exercise of Seniority.

RULE 25 - BEREAVEMENT

For the time necessary to attend a funeral and handle matters related thereto, in the event of death of a spouse, child, parent, parent-in-law, brother or sister of a regular or extra yard master who has been in service one (1) year or more, time off will be allowed with pay not to exceed three (3) consecutive work days unless, in individual hardship cases, local agreement is otherwise reached. An extra yard master shall be paid at the Assistant Yard Master rate.

RULE 26 – SUPPLEMENTAL SICKNESS BENEFIT PLAN

The Agreement of October 31, 1978, establishing a plan for Supplemental Sickness Benefits effective January 1, 1979 (Administered by Benefit Trust Life Insurance Company under Group Policy No. 9000), shall be applicable to yard masters hired on or after January 1, 1983, except as provided in Letter of Understanding No. 1(b).

RULE 27 - INSTRUCTING

A yard master may be required to instruct other yard masters.

RULE 28 - PROGRAMMING

Yard masters may program work to be performed by road or yard crews at a time when no yard master is assigned to be on duty or called for duty, so long as such performance does not result in the elimination of a yard master's position. It is also understood that no violation occurs when work programmed by a yard master is relayed to the crews involved by other than a yard master. When this programming involves a yard crew, whose starting time is on a subsequent shift, the yard master who did the programming will be allowed \$5.00 in addition to all other earnings for that tour of duty.

NOTE: The \$5.00 differential specified above shall not be subject to any future general wage and/or cost-of-living increases.

RULE 29 - COMPENSATION

- (a) Claims for compensation alleged to be due, may be made by a yard master or by a duly accredited representative on his behalf and must be presented, in writing, to the yard master's immediate supervisor within sixty (60) calendar days from date of occurrence.
- (b) If claims are not made within the time limits specified in the foregoing paragraph (a) of this rule, they will not be entertained or allowed.
- (c) When claims for compensation alleged to be due have been presented in accordance with the foregoing paragraph (a) of this rule, and are not allowed, the employee or the duly accredited representative (when the claim is presented by such representative) will be notified to this effect, in writing, within sixty (60) calendar days from the date his claim was presented. When not so notified, claims will be allowed.
- (d) A claim for compensation denied in accordance with the foregoing paragraph (c) of this rule will be considered invalid unless it is listed for discussion by a duly accredited representative with the Division Manager-Labor Relations within sixty (60) calendar days after the date on which the claim was initially denied.
- (e) Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the Corporation designated for that purpose.
- (f) Except as otherwise provided in paragraph (i) hereof, the requirements outlined in the preceding paragraphs pertaining to appeal by the employee or his duly accredited representative shall govern in appeals taken to each succeeding officer.

- (g) Each Division Manager-Labor Relations will meet monthly with the organization for the purpose of disposing, if possible, of disputes growing out of grievances, or out of the interpretation or application of agreements concerning rules, rates of pay and working conditions, as well as cases involving alleged injustices. In addition, other questions may be presented and handled at monthly meetings. These meetings will be held on dates scheduled in advance and the organization or the Division Manager-Labor Relations will list, in writing, to the other party at least fourteen (14) calendar days in advance, subjects for discussion at such meetings. Decisions will be rendered in writing within sixty (60) calendar days from date discussed.
- (h) The Director-Labor Relations will meet monthly with the General Chairman for the purpose of disposing of matters not settled with the Division Manager-Labor Relations. These meetings will be held on dates scheduled in advance and the General Chairman or the Director-Labor Relations will list in writing to the other party at least fourteen (14) calendar days in advance, subjects for discussion at such meetings. Decisions will be rendered in writing within sixty (60) calendar days from date discussed.
- (i) All claims or grievances involved in a decision by the Director-Labor Relations shall be barred unless within six (6) months from the date of said officer's decision, proceedings are instituted before the National Railroad Adjustment Board or such other Board as may be legally substituted therefor under the Railway Labor Act, as amended. It is understood, however, that the parties may by agreement in any particular case extend the six (6) months' period herein referred to.
- (j) Any adjustment growing out of claims covered by this rule shall not exceed in amount the difference between the amount actually earned by the yard master and the amount he would have earned from the Corporation, if he had been properly dealt with under this Agreement.
- (k) When time claims are allowed by the Division Manager-Labor Relations, the interested employees and the duly accredited representative will be advised in writing the amounts involved and the payrolls on which the payments will be made. When time claims are allowed by the Director-Labor Relations, the General Chairman will be advised in writing the amounts involved and the payrolls on which the payments will be made.

RULE 30 - EXTRA LIST

- (a) In general railroad areas, the Corporation may establish an extra list consistent with the amount of extra work and number of vacancies available to extra employees. The Corporation will determine the location of and the number of employees assigned to an extra list.
- (b) Extra List positions will be subject to advertisement in accordance with Rule 14 - Bulletin and Awards. Reductions in the extra list will be handled in accordance with the provisions of the applicable Advanced Notice of Positions Abolished Rule.
- (c) The work week for extra yard masters shall consist of a seven (7) day period starting with the first day of the weekly payroll period for their territory. An employee assigned to an extra list for an entire work week who does not lay off or miss a call will be guaranteed the money equivalent of forty (40) straight time hours at the Assistant Yard Master Rate.

- (d) An extra list will be operated on a rotating basis subject to the provisions of paragraph (f) of this rule.
 - (e) Extra employees missing a call for an assignment for which they stand will be placed at the bottom of the extra list.
 - (f) When a vacancy, if filled, is known to be of five (5) or more days duration, the senior qualified yard master who has made written request will be assigned for the duration of the vacancy and will not return to his regular position until the day following the last work day on the vacancy. The vacancy of the employee so assigned shall not be subject to the application of this paragraph. The term yard master as used in this rule does not apply to unassigned or substitute yard masters.
 - (g) Extra yard masters will provide their immediate supervisor the telephone number at which they may be called.
 - (h) An employee marking up on the extra list for the first time will be placed behind those employees then on the list but ahead of employees who are working or assigned to a hold-down at the time.
 - (i) Extra yard masters will be required to be qualified on the assignments in the territory protected by their list within ninety (90) days following their assignment to the list, provided they are afforded the opportunity.
 - (j) When instructed to post, extra yard masters will be paid at the Assistant Yard Master rate.
 - (k) Posting shall not be considered in the application of Rule 18 - Overtime, Basis of.
 - (l) When no yard master is available to work at the straight time rate of pay, yard master vacancies, if filled, and extra work may be performed by qualified employees as follows:
 - (1) By the senior available unassigned yard master, except that such employee will not be used as a yard master on the rest days of his regular craft assignment or, if an extra employee, after working five (5) straight time days in such craft.
 - (2) By an available substitute yard master except that such employee will not be used as a yard master on the rest days of his regular assignment, or, if an extra employee, after working five (5) straight time days in such craft.
- NOTE:** In the application of Items (1) and (2) above, a yard master shall not be considered available if his use as yard master would immediately precede or follow a tour of duty in another craft.
- (3) By the senior available yard master who has indicated, in writing his desire to be considered for overtime.

INSTRUCTIONAL MEMO

Date	October 12, 2001	From	Larry C. Hriczak
To	A. F. Edelston, J. S. Tainow T. C. Hinton, C. A. Wolfe	Department	Labor Relations
		Subject	Extra Board Yardmasters
		cc	L. D. Miller, B. J. Blair L. F. DePhillips, V. J. Giulian J. S. Stafford, E. Kato

Recently, questions concerning extra board guarantee payments to extra yardmasters have arisen. Extra board yardmasters are guaranteed forty (40) straight time hours at the assistant yardmaster rate of pay if they remain available on the extra board for a seven (7) day period. Rule 30 (Extra List), paragraph c reads:

“The work week for extra yard masters shall consist of a seven (7) day period starting with the first day of the weekly payroll period for their territory. An employee assigned to an extra list for an entire work week who does not lay off or miss a call will be guaranteed the money equivalent of forty (40) straight time hours at the Assistant Yard Master Rate.”

In administering this Rule, extra yardmasters are required remain marked up and available for work on the extra board for the entire weekly period, Monday through Sunday, to be eligible for payment of the guarantee. Employees who are not available for the entire weekly period break their guarantee. When called for service, extra yardmasters should be paid in accordance with the applicable rules of the labor agreement for performing service. For purposes of calculating any extra board guarantee due an extra yardmaster, compensation earned by the extra yardmasters, i.e., pay for working, training, holiday, vacation, etc., should be calculated at the end of each extra board workweek. That amount of money should be compared to payment of 40 straight time hours at the assistant yard master rate of pay (\$21.15 effective 7/1/01) which is \$846.00. If the extra yardmaster was compensated less than \$846.00, (s)he should be paid the difference.

We recently received examples where yardmasters were marked off the extra board and paid 8 hours under Labor Category 20 (Miscellaneous-Paid Absence). We also received examples where employees are not paid, but, a time card indicating Labor Category 65 (Rest Day) have been processed showing the extra yardmaster as observing a rest day.

Extra yardmasters should not be marked off the extra board and paid when marked off to make up a 40 hour guarantee. When an extra board yardmaster marks off the extra board, the yardmaster’s guarantee is broken.

If you are any questions concerning the above, please call.¹

¹ Memo dated October 12, 2001 from Larry Hriczak (re: Extra Board Yardmasters)

RULE 31 - POSITIONS ABOLISHED - ADVANCE NOTICE OF

- (a) Except as provided in paragraphs (b) and (c) of this rule, when a position is abolished, the yard master regularly assigned thereto will be given not less than thirty-six (36) hours' advance notice. The General Chairman will be advised not less than ten (10) calendar days prior to the effective date of any abolishment of a regular or relief position which reduces the number of such positions in a thirty (30) mile radius. If requested by the General Chairman, the representative of the Corporation and the General Chairman, or his representative, shall meet for the purpose of discussing such abolishment.
- (b) No advance notice shall be required before temporarily abolishing positions or making temporary force reductions under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered in paragraph (c) below, provided that such conditions result in suspension of the Corporation's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours pay at the applicable rate for his position. If an employee works any portion of the day, he will be paid for the time actually worked with a minimum of four (4) hours.
- (c) No advance notice shall be required before positions are temporarily abolished or forces are temporarily reduced where a suspension of the Corporation's operation in whole or in part is due to a labor dispute between the Corporation and any of its employees. It is also understood that effective with the first full tour of duty following cessation of the labor dispute, all employees whose positions are abolished and all employees subsequently displaced due to the abolishment will revert to the positions they held immediately prior to the labor dispute.

RULE 32 - ASSIGNMENT - BEGINNING

- (a) Where three shifts are employed, the tour of duty of regular assignments shall not begin or end between the hours of Midnight and six (6:00) a.m., except by agreement between the Corporation and the Local Chairman and approved by the General Chairman and Director-Labor Relations.
- (b) Where less than three shifts are employed, the tour of duty of regular assignments shall be determined by operational requirements and written notice shall be provided to the General Chairman.

RULE 33 - ASSISTANT YARDMASTERS - SUPERVISION OF

Omitted

RULE 34 - STARTING TIME AND STARTING POINT

A regular yard master shall have a designated time and starting point for going on duty and he shall be relieved at the starting point. The term "starting point" as used in this rule shall be understood to mean any place under the yard master's jurisdiction.

RULE 35 - PRIVATE AUTO - USE OF

- (a) Yard masters shall not be required to furnish their privately owned automobiles for Corporation use.
- (b) Yard masters requested to and using their private automobiles for Corporation business shall be allowed mileage made for the use thereof in accordance with the mileage rate established by the Corporation.

RULE 36 - DISCIPLINE AND APPEALS

- (a) In those cases where an employee's offense(s) suggest discipline short of dismissal and the Corporation believes that discipline of an employee is warranted, the employee will be notified in writing with a copy to his duly accredited representative of the intent to discipline him. The notice will advise the employee of the specific offense(s) and the reason(s) for the intended imposition of the discipline. Letters of intent to impose discipline shall not be issued to an employee for any offense of which the employee's supervisor has had actual knowledge for more than 30 calendar days, except where a civil action or criminal proceeding results from the offense, in which event the letter of intent to impose discipline may be issued within 30 days of the final judgment.

Within seven days from receipt of the written intent to discipline, the employee and his duly accredited representative will meet with management's representative at the employee's city of employment for the purpose of resolving the matter. At the meeting, the parties will either agree in writing to the amount of discipline to be assessed, if any, or a formal hearing will be scheduled as provided for in this rule. If management's representative fails to attend the meeting, the letter of intent to impose discipline will be withdrawn and canceled. If the employee fails to attend the meeting, the Corporation may assess whatever discipline it considers appropriate subject to appeal pursuant to paragraph (d) hereof.

- (b) When a major offense has been committed, a yard master suspected by the Corporation to be guilty thereof, may be held out of service pending hearing and decision.
- (c) A yard master who has been in the Corporation's service one hundred twenty (120) calendar days or longer and against whom the Corporation has preferred specific charges, in writing, shall not be disqualified, suspended or dismissed without a hearing at which he shall be permitted to have a duly accredited representative or representatives of his choosing and witnesses to testify on his behalf. Copy of this notice will be furnished the Local Chairman. The accused yard master or his duly accredited representative shall be permitted to question witnesses insofar as the interests of the accused yard master are involved. The hearings shall begin within thirty (30) calendar days from the date of the employee's immediate supervisor's first knowledge of the yard master's involvement. Copy of the hearing transcript shall be given the accused yard master and his duly accredited representative if he

was so represented. Decision shall be given in writing within thirty (30) calendar days after the close of the hearing to the yard master with copy to the Local Chairman. **In cases of dismissal, a copy of the decision will be sent to the General Chairman via Certified U.S. Mail, in accordance with the provisions of "Expedited Handling of Dismissal Cases", set forth below.** The time limits of this paragraph may be extended by mutual agreement between the yard master or his duly accredited representative and the Corporation which shall not be unreasonably withheld by either party.

- (d) If the decision is not satisfactory to the yard master, appeal in writing may be taken successively, to the Division Manager-Labor Relations and the Director-Labor Relations, provided such appeals are made in writing within thirty (30) calendar days from the date of previous decision. The decisions of the Division Manager-Labor Relations and the Director-Labor Relations shall be rendered within thirty (30) days of the date the appeal is heard.
- (e) The decision of the Director-Labor Relations shall be considered final and binding unless within sixty (60) calendar days thereafter he is notified in writing that the decision is not acceptable. Subsequent handling must be instituted within six (6) months from the date of such decision.

Expedited Handling of Dismissal Cases

1. When an employee has been dismissed, the General Chairman must, within thirty (30) days after the date of the notice of dismissal, appeal the case directly to the Director-Labor Relations requesting a conference.

NOTE: In order to facilitate the appeal, a copy of the notice of dismissal will be sent to the General Chairman via Certified U.S. Mail.

2. A conference will be arranged as promptly as possible, but not later than thirty (30) days after the Director-Labor Relations receives the appeal. The Director-Labor Relations will render a decision within fifteen (15) days after the case is discussed in conference.
 3. The decision of the Director-Labor Relations will be final and binding unless, within thirty (30) days of such decision the General Chairman notifies the Director-Labor Relations of his desire to submit the case to a tribunal having jurisdiction pursuant to law or agreement over the matter involved.
- (f) Appeals not handled in accordance with the provisions of this rule shall be deemed to have been abandoned.
 - (g) If the original decision or any appeal decision holds that the yard master was unjustly disqualified, suspended, or dismissed, his record will be changed accordingly and he shall be reinstated with seniority rights unimpaired and compensated for wage loss sustained, if any, less the amount earned in other employment.

RULE 37 - MILITARY TRAINING

When employees assigned to regular and/or extra list positions who are members of the Reserves or National Guard are required to be absent from work for the purpose of annual summer training exercises,

they shall be paid the actual time lost during their regular workdays or workweeks (maximum of eight (8) hours' pay at the straight time rate of their positions for each day lost). Compensation received by the employees for other than meals, lodging or transportation, shall be remitted to the Corporation. Such employees must furnish the Corporation with a statement signed by their Commanding Officer for compensation paid and the days on which such military training service was performed.

RULE 38 - TRAINING

When employees require additional training to remain qualified for positions to which currently assigned, they may be assigned to classroom or on-the-job training at such times and places as necessary. Employees will be paid at the pro rata rate for classroom or on-the-job training not to exceed eight (8) hours pay per day. If it is necessary to change the rest days or working hours of employees in order to provide this training, the Corporation may do so and no overtime shall be paid as long as two rest days are allowed in a seven day period commencing with the first day of training. Employees will be given reasonable advance notice concerning training assignments and scheduling of training sessions.

RULE 39 - PERSONAL LEAVE

(a) A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying requirements under vacation rules in effect on January 1, 1982 for three (3) weeks of vacation shall be entitled to one day of personal leave in 1982 and subsequent calendar years;

Employees who have met the qualifying requirements under vacation rules in effect on January 1, 1982, for four (4) weeks or more of vacation shall be entitled to two days of personal leave in 1982 and subsequent calendar years.

- (b) (1) Personal leave days provided in paragraph (a) may be taken upon 48 hours advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (2) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (3) The personal leave days provided in paragraph (a) shall be forfeited if not taken during each calendar year. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under these provisions.

RULE 40 - RATE PROGRESSION

- (a) Employees entering service on and after June 16, 1987, on positions covered by an agreement with the organization signatory hereto shall be paid as follows for all service performed within the first sixty (60) calendar months of service:
 - (1) For the first twelve (12) calendar months of employment, new employees shall be paid 75% of the applicable rates of pay (including COLA).
 - (2) For the second twelve (12) calendar months of employment, such employees shall be paid 80% of the applicable rates of pay (including COLA).
 - (3) For the third twelve (12) calendar months of employment, such employees shall be paid 85% of the applicable rates of pay (including COLA).
 - (4) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90% of the applicable rates of pay (including COLA).
 - (5) For the fifth twelve (12) calendar months of employment, such employees shall be paid 95% of the applicable rates of pay (including COLA).
- (b) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rates after completion of a total of sixty (60) months' combined service.
- (c) Service with the carrier in a craft represented by another organization shall also be included in determining periods of employment under this rule.
- (d) An employee who has had a previous employment relationship as a yard master with a carrier and is subsequently hired by another carrier shall be covered by this rule. However, such employee will receive credit toward completion of the sixty (60) month period for any month in which compensated service was performed as a yard master provided that such compensated service last occurred within one year from the date of subsequent employment.
- (e) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the sixty (60) month period.

RULE 41 - SPECIAL ACCOUNTS

Amtrak will establish flexible spending accounts for dependent care and health care. The plans will be in accordance with the IRS regulations and applicable laws.

RULE 42 - NON-DISCRIMINATION

- (a) The parties to this Agreement pledge to comply with Federal and State Laws dealing with non-discrimination against any employee. This obligation to not discriminate in employment includes, but is

not limited to placement, upgrading, transfer, demotion, rates of pay or other forms of compensation, selection for training including apprenticeships, lay-off or termination.

- (b) Wherever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply.

RULE 43 - TOTAL QUALITY COMMITMENT

The company and union recognize that Amtrak's success is dependent on delivering quality service to the traveling public. It is the mutual goal of the parties to promote quality service in every phase of Amtrak's operations. To meet this goal, the company and union pledge to cooperate in endeavors which promote quantity and quality of work; safety and efficiency of operations and harmonious work relationships.

In order to meet this goal, it is understood that work not traditionally associated with employees covered by this agreement may be required of employees qualified to perform such work. This agreement recognizes that certain ebb and flow of work has existed and will continue to exist and nothing in this agreement grants employees covered by this agreement the right to any work to the exclusion of other crafts who are or may be assigned to perform such work. Under this agreement, work within the craft may be performed by any qualified employee who may or may not be a member of the craft. The purpose of this rule is to promote a concept of teamwork that will provide for the efficient use of personnel and cost effective, quality service.

In connection with the parties agreement on Total Quality Commitment, it is understood that present employees and those who establish seniority under the rules agreement will not be furloughed as a direct result of this rule.

The parties recognize that a joint approach involving employees and supervisors at the local level is essential to delivering quality customer service and improving the effectiveness of Amtrak's performance. Local supervisors and employees are encouraged to implement cooperative approaches, including quality circles, to improve our operation and quality of customer service.

The company and union recognize that quality offers the greatest opportunity for the success and security of Amtrak and its employees. To this end, the parties commit and make quality the performance standard for all employees.

RULE 44 - RETIREMENT SAVINGS PLAN

Amtrak will establish a 401(k) tax-deferred retirement savings plan for its eligible employees represented by the United Transportation Union - Yard Master Department, subject to the following provisions:

1. The plan will be effective July 1, 1994, or as soon thereafter as possible. Eligible employees may make contributions as provided in the Plan through payroll deductions.

2. An eligible employee is an active employee who has completed one year of service as defined in the Plan.
3. Participation in the Plan by an eligible employee shall be voluntary.
4. There will be no contributions to the Plan by Amtrak.
5. Amtrak will take such actions as may be prudent or required by law to maintain the tax qualified status of the Plan.

RULE 45 - NOTICE OF CHANGE

This Agreement, which includes the Appendices, shall become effective January 1, 1983, and shall remain in full force and effect until revised in accordance with the procedure prescribed by the Railway Labor Act, as amended.

NEW RULE - AMTRAK/LABOR PRODUCTIVITY COUNCIL

The UTU-Yardmaster Department and Amtrak will immediately establish a joint labor/management productivity council. The Council's purpose is to achieve real, measurable cost savings through a joint process yielding benchmarks for productivity increases and strategies to achieve them.

The Council would be based on a structure of mutual representation and consensual decision-making. The UTU-Yardmaster Department and management shall each designate representatives in writing, and may revoke such designations at any time. Representatives designated by the UTU-Yardmaster Department shall be reimbursed in accordance with the schedule agreement. All costs of the Council shall be borne by Amtrak.

The Council will select a mutually agreed-upon third party - government, private sector business, non-profit or otherwise - to help develop benchmarks and to evaluate labor and management's progress toward those measurable goals.

Bench-marking and goal setting are not new to the transportation industry - and especially not new to railroads. In fact, Amtrak already has the facility to collect and compare work performance.

This process would provide a forum for discussion to encourage labor participation in job scheduling and design, and other logistics. Similar work-teams are used in the auto industry and other businesses to cost-engineer work processes.

The Council will work to identify possible steps for improvement in such areas as:

1. Effective use of new technology.
2. Current and proposed modes of work organization and methods.
3. Training.
4. Issues of workplace quality of life and fair treatment.

Possible specific cost reduction or revenue improvement targets/goals include, for example:

1. Reducing costs related to injuries.
2. Efficient use of resources and reduction of wastage.
3. Increasing productivity.
4. Increasing revenue through on-time performance.

Distribution of Benefits of Savings. As productivity enhancement targets are established in all areas, periodic reviews of benchmarked activities shall evaluate progress toward those goals and value of increased efficiencies and savings to Amtrak's bottom line. Savings up to \$3 million annually would primarily benefit Amtrak's bottom line. (Employees shall receive 20 percent of the benefits of the savings, while the company receives 80 percent.) However, if total annual savings exceed \$3 million per year, 50 percent of those savings shall be paid to employees as a bonus above normal wages and payments.

Any savings generated through the Productivity Council are independent from the savings generated under this agreement.

NEW RULE - OCCUPATIONAL HEALTH/WORK RELATED INJURY PROJECT

The UTU-Yardmaster Department and Amtrak shall adopt and implement elements of the current On-Duty Injury Project, designed to deliver quality, more cost effective medical care and rehabilitation services. The parties further agree to cooperate in the establishment of a joint union/management committee to review processes to facilitate employees returning work, as may be further necessary. It is understood that an employee's participation in the current On-Duty Injury Project is entirely voluntary.

FOR THE UNITED TRANSPORTATION
UNION

/s/ J. C. Thomas
Vice President-General Chairman

/s/ G. G. Brindle
President, Local No. 76

/s/ J. E. Oldfield
Vice President, Local No. 76

/s/ C. H. Maugans
Secretary-Treasurer, Local No.76

/s/ R. T. Ciulis
Regional Chairman

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

/s/ G. F. Daniels
Vice President-Labor Relations

/s/ G. R. Weaver, Jr.
Asst. Vice Pres.-Labor Relations

/s/ J. J. Kelly, Jr.
Manager-Labor Relations

/s/ R. Radke
Labor Relations Officer

/s/ D. H. Wright
Supervisor-Labor Relations

/s/ D. E. Cardwell
Regional Chairman

/s/ C. J. Kelton
Regional Chairman

/s/ R. J. Voltz
Regional Chairman

/s/ G. E. Fielding
Regional Chairman

/s/ H. J. McIntyre
Regional Chairman

/s/ C. J. Kinstler
Regional Chairman

/s/ W. R. Baker
Regional Chairman

/s/ M. T. Sipple
Regional Chairman

APPROVED:

/s/ A. T. Otto, Jr.
Grand President

APPENDIX A
MONTHLY RATE SCHEDULE

<u>Effective Date</u>	Yard Masters		
	<u>Philadelphia/Chicago/ New York/Washington</u>	<u>Albany/ Boston</u>	<u>Assistant Yard Masters</u>
July 1, 1991	2,876.82	2,822.55	2,692.35
November 1, 1992	3,049.43	2,991.90	2,853.89
January 1, 1993	3,110.42	3,051.74	2,910.97
October 1, 1993	3,203.73	3,143.29	2,998.30
October 1, 1994	3,331.88	3,269.02	3,118.23
July 1, 1995	3,398.52	3,334.40	3,180.59

Payments made to extra, unassigned or substitute yard masters in accordance with rules governing extra guarantees, holiday pay, etc., will be made at the Assistant Yard Master rate. The Assistant Yard Master rate shall be applied to the first ninety (90) days of service under Rule 6 - Date of Seniority, and to extra, unassigned or substitute yard masters who are posting.

Rates shown do not include any applicable Cost-of-Living Adjustments that may apply after January 1, 1995.

APPENDIX B

YARD MASTER SENIORITY DISTRICTS

<u>Seniority District</u>	<u>Yard Locations</u>	<u>Division</u>
#1	South Bay	Boston
#2	"A" Tower-Penn Station "Q" Tower-Sunnyside Yard "R" Tower-Sunnyside Yard	New York
#3	Penn Coach Yard	Philadelphia
#4	Washington Terminal	Washington
#5	Albany/Rensselaer	New York
#6	14th Street Yard Chicago Union Station	Midwest

APPENDIX C
UNION SHOP AGREEMENT
BETWEEN
PARTICIPATING EASTERN CARRIERS
AND
EMPLOYEES REPRESENTED BY THE RAILWAY LABOR ORGANIZATIONS
SIGNATORY THERETO
(EFFECTIVE SEPTEMBER 15, 1952)

This Agreement made this 29th day of August 1952, by and between the participating carriers listed in Exhibit A, attached hereto and hereby made a part hereof, and represented by the Eastern Carriers' Conference Committee, and the employees shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carriers now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2

This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

Section 3

- (a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.
- (b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.
- (c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsection (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.
- (d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be

"uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5

- (a) Each employee covered by the provisions of this agreement shall be considered by a carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

- (b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to

handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

- (c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.
- (d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.
- (e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a carrier and the organization will not apply to cases arising under this agreement.
- (f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement.

The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

- (g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carriers predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall

indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 9

An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10

- (a) The carriers party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate; provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.
- (b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11

This agreement shall become effective on September 15, 1952, and is in full and final settlement of notices served upon the carriers by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by each organization on each of said carriers as heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT WASHINGTON, D.C. THIS TWENTY-NINTH DAY OF AUGUST, 1952.

(signatures omitted)

APPENDIX D

DUES DEDUCTION

THIS AGREEMENT IS ENTERED INTO THIS 1ST DAY OF JANUARY 1983, BY AND BETWEEN NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) AND ITS EMPLOYEES REPRESENTED BY THE UNITED TRANSPORTATION UNION - YARD MASTERS DEPARTMENT.

IT IS AGREED:

Section 1

Subject to the conditions herein set forth, the Corporation will withhold and deduct from wages due employees represented by the United Transportation Union - Yardmasters Department amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties, nor insurance premiums unless included in the periodic dues) uniformly required as a condition of acquiring or retaining membership in the union.

Section 2

No such deduction shall be made except from the wages of an employee who has executed and furnished to the Corporation a written assignment, in the manner and form herein provided, of such periodic dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner.

Section 3

Additions or deletions of names, or changes in amount, shall hereafter be furnished the Director-Payroll Operations, by the union, using a typewritten list identifying the affected employee(s) by name and social security number on or before the 20th day preceding the month in which the deduction will be made.

Section 4

Deductions as provided for herein will be made monthly by the Corporation from wages due employees for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month and the Corporation will pay, by draft, to the order of the union the total amount of such deductions on or before the last day of the month following the month in which such deductions are made. With said draft the Corporation shall return to the union a listing identifying the deductions made and not made containing a computation of the sum withheld.

Section 5

No deduction will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this Agreement, after all deductions for the following purposes have been made:

- (a) Federal, State, and Municipal Taxes;
- (b) Other deductions required by law, such as garnishments and attachments;
- (c) Amounts due Corporation

Section 6

Responsibility of the Corporation under this Agreement shall be limited to remitting to the union amounts actually deducted from the wages of employees pursuant to this Agreement and the Corporation shall not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the union, and any complaints against the Corporation in connection therewith shall be handled by the union on behalf of the employee concerned.

Section 7

An employee who has executed and furnished to the Corporation an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one year, unless within such year this Agreement or the rules and working conditions agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignment shall be in writing and on the form specified in Attachment "B" hereto. Attachments "A" and "B" shall be reproduced and furnished as necessary by the union without cost to the Corporation. The union shall assume the full responsibility for the procurement of the execution of said forms by employees, and for the delivery of said forms to the Corporation. Assignment and revocation of assignment forms shall be delivered with the deduction list herein provided for, to the Corporation not later than the 20th of the month preceding the month in which the deduction or termination of deduction is to become effective.

Section 8

No part of this agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; and no part of this or any other agreement between the Corporation and the union shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication of, or non-compliance with , any part of this Agreement.

Section 9

The union shall indemnify, defend and save harmless the Corporation from any and all claims, demands, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

This agreement shall become effective January 1, 1983, and shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

FOR THE UNITED TRANSPORTATION UNION - YARD MASTER DEPARTMENT FOR THE NATIONAL RAILROAD PASSENGER CORPORATION

/s/ J. C. Thomas
Vice President-General Chairman

/s/ G. R. Weaver, Jr.
Assistant Vice President
Labor Relations

/s/ G. G. Brindle
President, Local No. 76

/s/ J. E. Oldfield
Vice President, Local No. 76

/s/ C. H. Maugans
Secretary-Treasurer,
Local No. 76

/s/ R. T. Ciulis
Regional Chairman

/s/ D. E. Cardwell
Regional Chairman

/s/ C. J. Kelton
Regional Chairman

/s/ R. J. Voltz
Regional Chairman

FOR THE UNITED TRANSPORTATION UNION - YARD MASTER DEPARTMENT

/s/ G. E. Fielding
Regional Chairman

/s/ H. J. McIntyre
Regional Chairman

/s/ C. J. Kinstler
Regional Chairman

/s/ W. R. Baker
Regional Chairman

/s/ M. T. Sipple
Regional Chairman

ATTACHMENT "A"

WAGE DEDUCTION AUTHORIZATION FORM

**NATIONAL RAILROAD PASSENGER CORPORATION AND
THE UNITED TRANSPORTATION UNION -
YARD MASTER DEPARTMENT**

DIVISION

NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)

WORK LOCATION
NUMBER

SOCIAL SECURITY

HOME ADDRESS (STREET AND NUMBER, CITY, STATE, ZIP CODE)

DIRECTOR-PAYROLL OPERATIONS
NATIONAL RAILROAD PASSENGER CORPORATION

I HEREBY ASSIGN TO THE UNITED TRANSPORTATION UNION - YARD MASTERS DEPARTMENT THAT PART OF MY WAGES NECESSARY TO PAY INITIATION FEES, PERIODIC DUES, AND ASSESSMENTS (NOT INCLUDING FINES AND PENALTIES) AS CERTIFIED TO THE CORPORATION BY THE UNION AS PROVIDED IN THE DEDUCTION AGREEMENT, ENTERED INTO BY THE CORPORATION AND THE UNITED TRANSPORTATION UNION - YARD MASTERS DEPARTMENT ON JANUARY 1, 1983, AND AUTHORIZE THE CORPORATION TO DEDUCT SUCH SUM FROM MY WAGES AND PAY IT OVER TO THE UNION IN ACCORDANCE WITH THE DEDUCTION AGREEMENT.

DATE

SIGNATURE

LOCAL NUMBER

ATTACHMENT "B"

WAGE ASSIGNMENT REVOCATION FORM

**NATIONAL RAILROAD PASSENGER CORPORATION AND
THE UNITED TRANSPORTATION UNION -
YARD MASTER DEPARTMENT**

DIVISION

NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)

WORK LOCATION
NUMBER

SOCIAL SECURITY

HOME ADDRESS (STREET AND NUMBER, CITY, STATE, ZIP CODE)

DIRECTOR-PAYROLL OPERATIONS
NATIONAL RAILROAD PASSENGER CORPORATION

EFFECTIVE IN THE NEXT CALENDAR MONTH, I HEREBY REVOKE THE WAGE ASSIGNMENT AUTHORIZATION NOW IN EFFECT ASSIGNING TO THE UNITED TRANSPORTATION UNION - YARD MASTERS DEPARTMENT THAT PART OF MY WAGES NECESSARY TO PAY INITIATION FEES, PERIODIC DUES, AND ASSESSMENTS, AND I HEREBY CANCEL THE AUTHORIZATION.

DATE

SIGNATURE

LOCAL NUMBER

APPENDIX E

IMPLEMENTING AGREEMENTS

- | | | |
|----|----------------------------------------------------|----------|
| 1. | Northeast Corridor(Boston, New York, Philadelphia) | 12/02/82 |
| 2. | Chicago | 04/11/84 |
| 3. | Washington Terminal | 06/13/84 |
| 4. | Albany | 04/02/86 |

**IMPLEMENTING AGREEMENT MADE THIS SECOND DAY OF DECEMBER 1982
BY AND BETWEEN EMPLOYEES REPRESENTED BY THE RAILROAD
YARDMASTERS OF CA AND THE NATIONAL RAILROAD PASSENGER
CORPORATION (AMTRAK), IN CONNECTION WITH THE ASSUMPTION BY
AMTRAK OF CERTAIN YARD MASTER FUNCTIONS AT SOUTH BAY YARD
BOSTON, MA, SUNNYSIDE YARD NEW YORK, NEW YORK PENN STATION, NEW
YORK, NY, AND PENN COACH YARD, PHILADELPHIA, PA.**

WHEREAS,, this assumption will result in the establishment by Amtrak of positions necessary to perform work presently performed by employees of Conrail represented by the Organization :signatory hereto; and,

WHEREAS, it is the desire of the parties to effect an orderly transfer and reassignment of employees;

NOW THEREFORE, IT IS AGREED:

1. TRANSFER PROCEDURES

- (A) 1) The present active incumbents of the Conrail positions to be discontinued as a result of the establishment of the Amtrak positions identified in Appendix A hereto shall have a prior right, for the purposes of this employment offer only, to comparable positions, for which they are qualified, to be established by Amtrak.
- 2) The present active incumbents shall be canvassed in seniority order by the designated officer of Amtrak and the General Chairman or his representative for the purpose of selecting a comparable position on Amtrak and written application shall be made for the position selected.
- 3) The term comparable position shall, for the purpose of this Agreement, be defined as a position in the same job category and questions or disputes, if any, concerning preferences based on tours of duty and/or rest days shall be resolved jointly by the designated officer of Amtrak and the General Chairman or his representative.
- (B) 1) Positions to be established by Amtrak not filled in accordance with paragraph (A) above will be advertised by bulletin notice for a period of seven (7) calendar days to employees active in the craft in the appropriate Conrail seniority district.
- 2) Bids will only be accepted from qualified employees actively employed in the craft during the seven (7) day advertising period.
- 3) The bulletin notice will be in the normal advertising format with the Amtrak location, title, rate of pay, tour of duty, rest days and assigned duties.
- (C) Notifications or awards to the successful applicants for positions on Amtrak will be made as soon as practicable subsequent to the procedures in Section A, and B if necessary, and the employees transferred to Amtrak effective January 1, 1983.

(D) The successful applicants for a position on Amtrak will be considered as having applied for and accepted employment with Amtrak and will be entitled to all rights, privileges and attending obligations as set forth in this Agreement. Application for a position on Amtrak will also be considered as the employee's release to transfer the employee's service and personnel records to Amtrak as of January 1, 1983.

2. SENIORITY - AMTRAK

Yardmasters of Conrail who accept employment with Amtrak will have their names and date on the applicable Conrail Yardmaster seniority roster merged and dovetailed into the appropriate Amtrak Yardmaster Seniority Roster.

3. VACATION AND HOLIDAY ELIGIBILITY

A. Subject to the provisions of the applicable Amtrak collective bargaining agreement,, compensated days and years of service recognized by Conrail shall be used in determining eligibility for vacation benefits for employees accepting employment with Amtrak in accordance with the provisions of Article 1 of this Agreement.

B. Service performed for Conrail prior to January 1, 1983 shall be considered in determining eligibility for holiday pay for January 1, 1983 as provided in the applicable Amtrak collective bargaining agreement.

C. There shall be no pyramiding or duplication of any benefit. in the application of any portion of this Agreement.

4. DISPUTES

Any dispute or controversy with respect to the interpretation, application or enforcement of the provisions of this Agreement which has not been resolved within 90 days may be submitted by any of the parties to an Adjustment Board for a final and binding decision thereon as provided in Section 3, Second of the railway Labor Act.

5. EFFECT OF THIS AGREEMENT

This Agreement shall remain in full force and effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT PHILADELPHIA, PA. THIS SECOND DAY OF DECEMBER 1982.

FOR THE RAILROAD YARDMASTERS
OF AMERICA

/s/ A. T. Otto
A. T. Otto
Grand President

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

/s/ G. R. Weaver, Jr.
G. R. Weaver, Jr.
Assistant Vice President

Railroad Yardmasters
of America

Labor Relations

Appendix A

BOSTON, MA

<u>South Bay Yard</u>	<u>Rate</u>
3 Yardmasters	\$2360.13 monthly
1 Relief Yardmaster	Rate of position relieved
3 Extra Yardmasters	Rate of position filled

NEW YORK, NEW YORK

<u>Penn Station</u>	<u>Rate</u>
3 Yardmasters	\$2406.24 monthly
<u>Sunnyside Yard Rate</u>	
3 Yardmasters	\$2406.24 monthly
2 Assistant Yardmasters	\$2249.53 monthly
3 Relief Yardmasters	Rate of position relieved
2 Extra Yardmasters	Rate of position filled

PHILADELPHIA, PA

<u>Penn Coach Yard</u>	<u>Rate</u>
3 Yardmasters	\$2406.24 monthly
1 Relief Yardmaster	Rate of position relieved
1 Extra Yardmaster	Rate of position filled

Rates shown are as of January 1, 1983 and reflect the General Wage Increases and Cost of Living Adjustments in accordance with the wage settlement currently in effect between Amtrak and the Railroad Yardmasters of America.

IMPLEMENTING AGREEMENT MADE THIS ELEVENTH DAY OF APRIL 1984 BY AND BETWEEN EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA AND THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK), IN CONNECTION WITH THE ASSUMPTION BY AMTRAK OF CERTAIN YARDMASTER FUNCTIONS AT CHICAGO, ILLINOIS.

WHEREAS, this assumption will result in the establishment by Amtrak of positions necessary to perform work presently performed by employees of Conrail represented by the Organization signatory hereto; and, WHEREAS, it is the desire of the parties to effect an orderly transfer and reassignment of employees;

NOW THEREFORE, IT IS AGREED:

1. TRANSFER PROCEDURES

- (A) 1) The present active incumbents of the Conrail positions to be discontinued as a result of the establishment of the Amtrak positions identified in Appendix A hereto shall have a prior right, for the purposes of this employment offer only, to comparable positions, for which they are qualified, to be established by Amtrak.
- 2) The present active incumbents shall be canvassed in seniority order by the designated officer of Amtrak and the General Chairman or his representative for the purpose of selecting a comparable position on Amtrak and written application shall be made for the position selected.
- 3) The term comparable position shall, for the purpose of this Agreement, be defined as a position in the same job category and questions or disputes, if any, concerning preferences based on tours of duty and/or rest days shall be resolved Jointly by the designated officer of Amtrak and the General Chairman or his representative.
- (B) 1) Positions to be established not filled in accordance with paragraph (A) above will be advertised by bulletin notice for a period of seven (7) calendar days to employees active in the craft in the appropriate Conrail seniority district.
- 2) Bids will only be accepted from qualified employees actively employed in the craft during the seven (7) day advertising period.
- 3) The bulletin notice will be in the normal advertising format with the Amtrak location, title, rate of pay, tour of duty, rest days and assigned duties.
- (C) Notifications or awards to the successful applicants for positions on Amtrak will be made as soon as practicable subsequent to the procedures in Section A, and B if necessary, and the employees transferred to Amtrak effective May 15, 1984.
- (D) The successful applicants for a -position on Amtrak will be considered as having applied for and accept accepted employment with Amtrak and will be entitled to all rights, privileges and attending

obligations as set forth in this Agreement. Application for a position on Amtrak will also be considered as the employee's release to transfer the employee's service and personnel records to Amtrak as of May 15, 1984.

2. SENIORITY - AMTRAK

Yardmasters of Conrail who accept employment with Amtrak will have their names and date on the applicable Conrail Yardmaster seniority roster merged and dovetailed into the appropriate Amtrak Yardmaster Seniority Roster.

3. VACATION AND HOLIDAY ELIGIBILITY

A. Subject to the provisions of the applicable Amtrak collective bargaining agreement, compensated days and years of service recognized by Conrail shall be used in determining eligibility for vacation benefits for employees accepting employment with Amtrak in accordance with the provisions of ARTICLE 1 of this Agreement.

B. Service performed for Conrail prior to May 15, 1984 shall be considered in determining eligibility for holiday pay for May 15, 1984 as provided in the applicable Amtrak collective bargaining agreement. C. There shall be no pyramiding or duplication of any benefit in the application of any portion of this Agreement.

4. DISPUTES

Any dispute or controversy with respect to the interpretation, application or enforcement of the provisions of this Agreement which has not been resolved within 90 days may be submitted by any of the parties to an Adjustment Board for a final and binding decision thereon as provided in Section 3, Second of the Railway Labor Act.

5. EFFECT OF THIS AGREEMENT

This Agreement shall remain in full force and effect, until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT WASHINGTON, D.C., THIS ELEVENTH DAY OF APRIL 1984.

FOR THE RAILROAD YARDMASTERS
OF AMERICA

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

/s/ A. T. Otto
A. T. Otto
Grand President
Railroad Yardmasters of America

/s/ G. F. Daniels
G. F. Daniels
Vice President
Labor Relations

JUNE 13, 1984

PHILADELPHIA PA.

IMPLEMENTING AGREEMENT BETWEEN EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA AND THE NATIONAL RAILROAD AND PASSENGER CORPORATION (AMTRAK), IN CONNECTION WITH THE ASSUMPTION BY AMTRAK OF YARDMASTER FUNCTIONS AT WASHINGTON TERMINAL COMPANY WASHINGTON, D.C.

WHEREAS, this assumption will result in the establishment by Amtrak of positions necessary to perform work presently performed by employees of Washington Terminal Company represented by the Organization signatory hereto; and,

WHEREAS, it is the desire of the parties to effect an orderly transfer and reassignment of employees;

IT IS UNDERSTOOD THAT:

1. The Agreement dated January 1, 1983 between the National Railroad Passenger Corporation And the Railroad Yardmasters of America (RYA/YM-NEC) will apply on the territory of the former Washington Terminal Company and Appendix lb' is modified accordingly to include a now Seniority District #4, Washington Terminal# Washington Division. (Appendix "B" to the January 1, 1983 Agreement as amended, is attached hereto.)
2. Positions established by Amtrak in connection with this assumption of functions will be established at the appropriate Amtrak classification title and rate of pay And Appendix "A" to the January 1, 1983 Agreement is modified accordingly to include a new position, Yardmaster Washington Terminal at the monthly rate of \$2,518.96, (Appendix "A" to the January 1, 1983 Agreement as amended, is attached hereto.)
3. Employees occupying positions with Washington Terminal Company as of July 31, 1984 will be transferred to a comparable Amtrak position provided they execute an application for Amtrak employment. The positions to be established by Amtrak in connection with this assumption of functions are identified in Attachment No. I hereto.
4. Yardmaster employees of Washington Terminal Company who accept employment with Amtrak will have their navies' and seniority date on the Washington Terminal Company seniority roster transferred to Seniority District No. 4.
5. Subject to the provisions Of the applicable Amtrak collective bargaining agreement, compensated days and Years of service recognized by Washington Terminal Company shall be used In determining eligibility for benefits such ail vacation and personal leave for employees accepting employment with, Amtrak.

6. There shall be no pyramiding or duplication of any benefit as a result of this assumption of function.

SIGNED AT PHILADELPHIA, PA. THIS THIRTEENTH DAY OF JUNE 1984.

FOR THE RAILROAD YARDMASTERS
OF AMERICA

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

/s/ J. C. Thomas

J. C. Thomas
Vice President & General Chairman

/s/ G. R. Weaver, Jr.

G. R. Weaver, Jr.
Assistant Vice President
Labor Relations

APPROVED:

/s/ A. T. Otto

A. T. Otto
President

ATTACHMENT NO. 1

TOUR OF DUTY YARDMASTERS, WASHINGTON TERMINAL WASHINGTON, D.C.

	<u>TOUR OF DUTY</u>	<u>REST DAYS</u>
1 Yardmaster	7 A.M. - 3 P.M.	Wed. & Thurs.
1 Yardmaster	3 P.M. - 11 P.M.	Mon. & Tues.
1 Yardmaster	11 P.M. - 7 A.M.	Fri. & Sat.
1 Relief Yardmaster		
Mon. & Tues.	3 P.M. - 11 P.M.	Sat. & sun.
Wed. & Thurs.	7 A.M. - 3 P.M.	
Fri.	11 P.M. - 7 A.M.	

Letter No. 1
June 13, 1984

Mr. J. C. Thomas
Vice President & General Chairman
Railroad Yardmasters of America
1069 Mississippi Avenue
Pittsburgh, PA 15216

Dear Sir:

This letter of understanding refers to negotiation of the June 13, 1984 Implementing Agreement.

This will confirm our understanding that employees transferring from the Washington Terminal Company to the National Railroad Passenger Corporation in accordance with the provisions of the Implementing Agreement dated June 13, 1984, will be covered by their former Washington Terminal Company Sick Time Allowance Rule No. 6 during the first four (4) days of any sickness/disability while not receiving supplemental sickness benefits under Group Policy 9000. Such coverage shall remain in effect for the duration of their protected period as defined in Appendix C-1.

Rule No. 6 - Sick Time Allowance of the Agreement dated March 1, 1956 between the Washington Terminal Company and the Railroad Yardmasters of America is reprinted here below:

“RULE No. 6 - SICK TIME ALLOWANCE.

6-A-1. Requests for Sick time allowance will be given consideration in accordance with the merits of each individual case.”

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/ G. R. Weaver, Jr.

G. R. Weaver, Jr.

Assistant Vice President

Labor Relations

I CONCUR:

/s/ J. C. Thomas

J. C. Thomas

Vice President & General Chairman

IMPLEMENTING AGREEMENT BY AND BETWEEN EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA AND THE WASHINGTON TERMINAL COMPANY IN CONNECTION WITH THE ASSUMPTION BY AMTRAK OF CERTAIN PASSENGER FACILITIES AND FUNCTIONS AT THE WASHINGTON TERMINAL COMPANY LOCATED AT WASHINGTON, D.C.

WHEREAS, the National Railroad Passenger Corporation (hereinafter referred to as Amtrak) will assume the maintenance of equipment, maintenance of facilities and support functions formerly performed by the Washington Terminal Company (hereinafter referred to as WTCO), at Washington, D.C., and,

WHEREAS, this transaction will result in the establishment by Amtrak of comparable positions necessary to perform the work formerly performed by WTCO employees represented by the Organization signatory hereto, and,

WHEREAS, it is the desire of the parties to effect an orderly transfer and reassignment of the employees involved, and to insure the preservation of their rights and privileges under Appendix C-1 of the National Railroad Passenger Corporation Agreement;

NOW, THEREFORE, IT IS AGREED:

1. The Labor Protective Conditions as set forth in Appendix C-1 to the Operating Agreement between Amtrak and the WTCO which Appendix, by reference hereto, is incorporated herein and made part hereof, shall be applicable to this transaction.
2. WTCO employees will be considered adversely affected as a result of the implementation of the provisions of this Memorandum of Agreement and will be entitled to the protective benefits and conditions as provided in Section 1 above.
3. WTCO will give the organization signatory hereto, 20 days' written notice of the contemplated transaction. This advance notice shall be by registered mail and shall indicate the, number of positions to be discontinued by WTCO and transferred to Amtrak.
4. (a) All active employees holding an employment status with WTCO shall be notified of the offer of employment by notice posted on the appropriate employee bulletin boards not-less than seven (7) days prior to the date Amtrak will formally assume responsibility for such service. Such notice will contain dates, times and locations for employees to complete Amtrak employment application forms.

(b) Employees to whom the offer of employment is made will be considered as having accepted the offer unless they specifically decline by written notice to the designated officer of WTCO within 7 days from the date Amtrak formally makes the offer of employment.

5. An employee who accepts employment with Amtrak will be granted a leave of absence by WTCO for the length of his protective period under Appendix C-1. During said protective period, such employees shall be entitled to the benefits, and subject to the obligations of Appendix C-1.
6. An employee who accepts employment with Amtrak under the provisions of this Agreement will retain and continue to accumulate seniority on WTCO, and will retain all of the rights and benefits to which he may be entitled under Appendix C-1.
7. (a) An employee who accepts employment with Amtrak will be permitted to return to WTCO during the period of his leave of absence only in circumstances wherein he is deprived of employment with Amtrak within the meaning of Appendix C-1.

(b) An employee who returns to WTCO in accordance with this Article 7 shall be accorded the benefits to which he is entitled under Appendix C-1.
8. Except as provided in Section 9(c) of this agreement, any dispute arising with respect to the interpretation or application of this implementing Agreement will be handled by the General Chairman directly with the Corporate Director Labor Relations of Amtrak, as agent for the WTCO. If unresolved within 90 days following the commencement of conferences between the General Chairman and the Corporate Director, either party may proceed to arbitration pursuant to the provisions of Section 3, Second of the Railway Labor Act. For the purposes of claims filed pursuant to this implementing Agreement, the time limits in existing collective bargaining agreements shall not be applicable.
9. Employees accepting employment with Amtrak under the terms of this Agreement who are entitled to certain monetary guarantees under Appendix C-1 shall have such guarantees paid as follows:
 - (a) As promptly as possible following the effective date of the transaction, WTCO shall furnish Amtrak a list, by union affiliation showing the applicable guarantee for each employee accepting employment with Amtrak pursuant to the provisions of this Agreement. A copy of such list shall be furnished to the General Chairman signatory hereto. Amtrak shall supply each employee their respective test period average and guarantee.
 - (b) Amtrak shall prepare and distribute appropriate forms to permit affected employees to file claims for dismissal, displacement, moving, separation allowances as provided for in Appendix C-1. Claims of employees must be made within 60 days from the last day of the month for which the claim is filed, 60 days from the date of this Agreement, or 60 days from the date WTCO furnishes the statement of "Average Monthly Compensation" and "Average Monthly Time Paid for," whichever occurs later. Claims for guarantee compensation alleged to be due which are allowed shall be paid to the employee by Amtrak acting as an agent for WTCO for this transaction..
 - (c) Disputes involving claims for guarantee compensation alleged to be due under Appendix C-1 which have not been resolved following handling with Amtrak's, Manager Labor Relations Eastern Region and the Corporate Director Labor Relations pursuant to the Amtrak Rules Agreement, may be pursued under the provisions of Section 3, Second of the Railway Labor Act.

10. WTCO shall furnish to each employee a copy of this implementing Agreement to which a copy of Appendix C-1 will be attached.

Signed at Washington this 11th day of July, 1984.

For The Railroad Yardmasters
of America

For The Washington
Terminal Company

/s/ Patrick Ryan
Patrick Ryan
General Chairman

/s/ E. S. Bagley
E. S. Bagley
General Superintendent

APPROVED:

/s/ R. C. Arthur
R. C. Arthur
Grand Vice President

IMPLEMENTING AGREEMENT MADE THIS 2ND DAY OF APRIL 1986 BY AND BETWEEN EMPLOYEES REPRESENTED BY THE RAILROAD YARDMASTERS OF AMERICA AND THE NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK), IN CONNECTION WITH THE ASSUMPTION BY AMTRAK OF CERTAIN YARDMASTER FUNCTIONS AT ALBANY/RENSSELAER, NEW YORK.

WHEREAS, this assumption will result in the establishment by Amtrak of positions necessary to perform work presently performed by employees of Conrail represented by the organization signatory hereto; and,

WHEREAS, it is the desire of the parties to effect an orderly transfer and reassignment of employees;

NOW THEREFORE, IT IS AGREED:

1. AGREEMENT

The rules agreement between the National Railroad Passenger Corporation and the Railroad Yardmasters of America representing Yardmasters and Assistant Yardmasters in the Northeast Corridor dated January 1, 1983, as amended, will apply at Albany/Rensselaer, New York.

2. TRANSFER PROCEDURES

(A) 1) The present active incumbents of the Conrail positions to be discontinued as a result of the establishment of the Amtrak positions identified in Appendix A hereto shall have a prior right, for the purposes of this employment offer only, to comparable positions, for which they are qualified, to be established by Amtrak.

2) The present active incumbents shall be canvassed in seniority order by the designated officer of Amtrak and the General Chairman or his representative for the purpose of selecting a comparable position on Amtrak and written application shall be made for the position selected.

3) The term comparable position shall, for the purpose of this Agreement, be defined as a position job in the same category and questions or disputes, if any, concerning preference based on tours of duty and/or rest days shall be resolved jointly by the designated officer of Amtrak and the General Chairman or his representative.

(B) 1) Positions to be established by Amtrak not filled in accordance with paragraph (A) above will be advertised by bulletin notice for a period of seven (7) calendar days to employees active in the craft in the appropriate Conrail seniority district.

2) Bids will only be accepted from qualified employees actively employed in the craft during the seven (7) day advertising period.

3) The bulletin notice will be in the normal advertising format with the Amtrak location, title, rate of pay, tour of duty, rest days and assigned duties.

(C) Notifications or awards to the successful applicants for positions on Amtrak will be made as soon as practicable subsequent to the procedures in Section A, and B if necessary, and the employees transferred to Amtrak effective on or about April 16, 1986.

(D) The successful applicant(s) for a position on Amtrak will be considered as having applied for and accepted employment with Amtrak and will be entitled to all rights, privileges and attending obligations as set forth in this Agreement. Application for a position on Amtrak will also be considered as the employee's release to transfer the employee's service and personnel records to Amtrak.

3. SENIORITY AMTRAK

Yardmasters of Conrail who accept employment with Amtrak will have their names and date on the applicable Conrail Yardmaster seniority roster merged and dovetailed into the appropriate Amtrak Yardmaster Seniority Roster.

4. VACATION AND HOLIDAY ELIGIBILITY

A. Subject to the provisions of the applicable Amtrak collective bargaining agreement, compensated days and years of service recognized by Conrail shall be used in determining eligibility for vacation benefits for employees accepting employment with Amtrak in accordance with the provisions of ARTICLE 2 of this Agreement.

B. There shall be no pyramiding or duplication of any benefit in the application of any portion of this Agreement.

5. DISPUTES

Any dispute or controversy with respect to the interpretation, application or enforcement of the provisions of this Agreement which has not been resolved within 90 days may be submitted by any of the parties to an Adjustment Board for a final and binding decision thereon as provided in Section 3, Second of the Railway Labor Act.

6. EFFECT OF THIS AGREEMENT

This Agreement shall remain in full force and effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT WASHINGTON, D.C. THIS 2ND DAY OF APRIL, 1986.

FOR THE RAILROAD YARDMASTERS
OF AMERICA

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

/s/ J. C. Thomas

J. C. Thomas
General Chairman LL 76
United Transportation Union
Yardmasters Department

/s/ J. M. - Livingood

J. M. Livingood
Director
Labor Relations

Appendix A

1. G. Geraldson 1st
2. J. E. Wolf 2nd
3. D. Dubay RLF

April 2, 1986

Mr. J. C. Thomas
General Chairman LL 76
United Transportation Union
Yardmasters Department
1069 Mississippi Avenue
Pittsburgh, PA 15216

Dear Mr. Thomas:

During the negotiation of the Implementing Agreement dated April 2, 1986 it was agreed to amend Appendix B to the January 1, 1983 agreement to establish Seniority District 4. Seniority District 4 will encompass the territory within a radius of 30 miles measured from the Albany/Rensselaer Passenger Station and will be part of the Boston Division.

If the above meets with your approval, please indicate by affixing your signature in space provided below.

Very truly yours,

/s/ J. M. Livingood
J. M. Livingood
Director
Labor Relations

/s/ J. C. Thomas
J. C. Thomas
General Chairman LL 76
United Transportation Union
Yardmasters Department

April 2, 1986

Mr. J. C. Thomas
General Chairman LL 76
United Transportation Union
Yardmasters Department
1069 Mississippi Avenue
Pittsburgh, PA 15216

Dear Mr. Thomas:

During the negotiation of the Implementing Agreement dated April 2, 1986, it was agreed to apply the applicable Yardmasters rate at Boston South Bay to the Yardmasters positions at Albany/Rensselaer.

If the above meets with your approval, please indicate by affixing your signature in the space provided below.

Very truly yours,

/s/ J. M. Livingood

J. M. Livingood

Director

Labor Relations

/s/ J. C. Thomas

J. C. Thomas

General Chairman LL 76

United Transportation Union

Yardmasters Department

APPENDIX F**SYNOPSIS - NATIONAL YARD MASTER VACATION AGREEMENT, AS AMENDED****Section 1**

- (a) (1) An annual vacation of two weeks (10 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yard master who rendered compensated service as yard master on not less than one hundred ten (110) days during the preceding calendar year.
- (2) An annual vacation of three weeks (15 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yard master who rendered compensated service as yard master on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has eight or more years of continuous service with the employing carrier.
- (3) An annual vacation of four weeks (20 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yard master who rendered compensated service as yard master on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has seventeen or more years of continuous service with the employing carrier.
- (4) An annual vacation of five weeks (25 working days) with pay will be granted, subject to the conditions set forth in Section 2, to each yard master who rendered compensated service as yard master on not less than one hundred (100) days during the preceding calendar year and who at the beginning of the vacation year has twenty-five or more years of continuous service with the employing carrier.

(NOTE: A shift which extends from one calendar day into another shall be counted as one day in computing the number of qualifying days referred to above.)

- (b) Not applicable on Amtrak.
- (c) Calendar days in each current qualifying year on which a yard master renders no service as such because of his own sickness or because of his own injury shall be included in computing days of compensated service for vacation qualification purposes on the basis of a maximum of 10 such days for a yard master with less than three years of continuous service with the employing carrier, a maximum of 20 such days for a yard master with three but less than fifteen years continuous service with the employing carrier and 30 such days for a yard master with fifteen or more years of continuous service with the employing carrier, provided that no calendar day on which a yard master was credited with any compensation under sick leave rules or practices shall be included under this Section 1(c). The maximum number of such days that may be claimed by any individual in any calendar year under this and other schedule agreements shall not exceed a total of 10, 20 or 30 days, respectively.

(NOTE: A shift which extends from one calendar day into another shall be counted as one day in computing the number of qualifying days referred to above.)

- (d) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.
- (e) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service has rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under Sections 1(a) and (d) hereof.
- (f) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under Sections 1(a) and (d) hereof.

Section 2

- (a) Local officers of the carrier and local committees of the organization will cooperate in assigning vacation dates, giving due regard to business conditions, availability of a relief employee and to the desires and preferences of the yard masters in seniority order.
- (b) (1) When vacations are afforded
 - (i) A yard master having a regular assignment will be paid for each working day of his vacation the daily compensation (excluding casual or unassigned overtime) of such assignment.
 - (ii) A yard master not having a regular assignment will be paid while on vacation on basis of the average straight-time compensation earned as a yard master in the last payroll period preceding the vacation during which he performed service for the number of vacation days to which entitled under Section 1.

- (2) When vacations are not afforded

If a vacation is not afforded, payment in lieu thereof will be made not later than the first payroll period in January of the following year, computed on the following basis:

- (i) A yard master having a regular assignment will be paid in lieu of vacation the daily compensation (excluding casual or unassigned overtime) of such assignment for the number of vacation days to which entitled under Section 1.
 - (ii) A yard master not having a regular assignment will be paid in lieu of vacation on basis of the average straight-time compensation earned as a yard master in the last payroll period during which he performed service preceding the close of the vacation year for the number of vacation days to which entitled under Section 1.
- (c) A yard master who performs service as yard master on any day of his assigned yardmaster vacation period will be paid for such service at time and one-half rather than straight time in addition to vacation pay provided in Section 2(b).
- (d) Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be applied to create a vacation, or allowance therefor, of more than the maximum number of days provided for in either of such schedules.
- (e) The vacation provided for in this Agreement shall be considered to have been earned when the yard master has qualified under Section 1 hereof. If his employment status is terminated for any reason whatsoever including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the yard master has qualified therefor under Section 1. If a yard master thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.
- (f) Vacations shall not be accumulated or carried over from one vacation year to another.

Section 3

Except as otherwise provided herein, this vacation rule shall be effective as of January 1, 1973, and shall be in full force and effect for a period of one year from January 1, 1973, and continue in effect thereafter, subject to not less than seven months' notice in writing (which notice may be served in 1973 or in any subsequent year), by any carrier or the organization party hereto, of desire to change this rule as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion. When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act.

APPENDIX G

APPLICABLE HEALTH AND WELFARE PROVISIONS

Health & Welfare Benefits, Early Retirement Major Medical Expense Benefits, Dental Benefits and Off-Track Vehicle Insurance will be allowed to qualified employees as provided in the following standard national policies:

Travelers Health & Welfare	Policy GA-23000
Travelers Major Medical Expense Benefits	Policy GA-46000
Aetna Life & Casualty Dental Benefits	Policy GP-12000
Connecticut General	
Off-Track Vehicle Insurance	Policy 0386430-06

It is agreed that benefit levels and other health and welfare provisions, including, but not limited to, those relating to eligibility, delivery of medical services, cost-sharing and cost containment in the national settlement of the 1988 round of negotiations between the National Carriers Conference Committee and the signatory organization will be applicable to this agreement except as provided below.

It is further agreed that notwithstanding those provisions, Amtrak reserves its right, consistent with the decision of Special Board of Adjustment No. 1029 and consistent with the Jointness Principles, Attachment "A", that Amtrak may, within 90 days' notice to the union, pull out of GA-23000 and/or GA-46000 and select a substitute insurer or self-insured system, provided, that the benefit levels thereunder are not changed from those agreed to in those national settlements (unless changed by future collective bargaining between Amtrak and the signatory party). Amtrak need not wait on final completion of the joint administrative and trust details before making the conversion.

It is further agreed that Amtrak employees will contribute an amount towards health care costs equal to the amount paid by employees under the national settlement. However, should Amtrak change insurance carriers from that of the national agreement, the amount of employee contribution for the cost of health care will be proportionably reduced based on any comparative reduction of premiums achieved by Amtrak due to such a change. It is understood that there will be no increase in employee contributions beyond that provided under the national settlement, in the event that Amtrak changes insurance carriers.

Supplemental Retiree Medical Insurance Contribution²

Effective January 1984, and for each month thereafter, an amount equal to 5¢ an hour for each hour of service worked as a yard master during such month by any employee covered by this agreement shall be forwarded to the insurance company that administers the organization's prepaid retiree medical insurance program. Such amounts contributed shall be used solely for the purpose of funding benefits for beneficiaries who have met the eligibility requirements of the Railroad Employees National Early Retirement Major

² Original contribution level modified by Hopkins/Otto letter dated December 20, 1983.

Medical Benefit Plan or who were eligible under such Plan but no longer are because of coverage under Medicare.

Supplemental Life Insurance Agreement

The November 29, 1979, Agreement, providing for the establishment of a Supplemental Life Insurance Agreement, shall apply to employees covered by this agreement.

Attachment "A"

JOINTNESS PRINCIPLES

The parties agree to develop a plan for labor and management to jointly operate and administer a health and welfare benefits plan. The parties will discuss arrangements to effectuate this, including establishing a trust, that would have adequate safeguards and guidelines for efficient and professional administration of the plan, including the use of an appointed neutral to act within a defined jurisdiction to resolve differences between the parties.

In order to assure competitiveness and from an administrative and economical perspective, the plan would necessarily be bid periodically, every three years, for example, unless the parties agreed that the plan would not be bid a particular year.

Selection of an insurance carrier would be on the basis of the best bid from a qualifying insurance carrier with appropriate regard to the performance record in handling the Amtrak plan or similar plan(s). However, if the insurance carrier would be changed in the next two years, Metropolitan would be selected based on their current bid.

Specifically Amtrak retains its right to self insure if such would be more economically beneficial and assure the same quality level of administration.

Amtrak will make every effort to design a proposed joint committee plan and share it with the union promptly. UTU is also committed to reaching an agreement as soon as possible regarding the design and implementation of this joint administrative plan, including the selection of a neutral chairman for the committee.

Both parties understand that a health insurance plan and any agreement with respect to the administration of that plan will permit Amtrak employees of other crafts to be covered, as well as allow their representatives to participate in the work of the committee. However, "benefit levels and other health and welfare provisions" cannot be changed except with the joint approval of UTU and Amtrak.

APPENDIX H

OPERATION RED BLOCK AGREEMENTS

AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
UNITED TRANSPORTATION UNION
YARDMASTER DEPARTMENT

RULE "G" BYPASS AGREEMENT

The parties to this agreement recognize that the use of alcohol and/or drugs is a serious problem within the railroad industry. Amtrak and the United Transportation Union in an effort to help the apparent Rule "G" violator retain an employment relationship and seek rehabilitation, jointly consider a change in the Rule "G" policy desirable. The objective of this Agreement is to encourage mutual cooperation between labor and management in addressing alcohol and drug use problems in the railroad industry.

1. If any member believes that another member may be in an unsafe condition, such employee may immediately contact an Amtrak officer. If the Amtrak officer, upon investigation determines there is an apparent violation of Rule G, the employee will be removed from service.

It is understood that when a removal from service takes place, transportation will be furnished back to the employee's home. If the employee does not have the means to return to this home, he or she will be furnished transportation by Amtrak.

2. Once an employee has been relieved from service under paragraph (1), he or she must contact Amtrak's Employee Assistance Program (EAP) Counselor within five (5) working days of the removal from service. If the employee contacts the EAP Counselor and accepts counseling, he will be paid for one full tour of duty as a result of his or her removal from service.
3. If the employee does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employee is not in need of counseling, the employee will be returned to service not later than forty-eight (48) hours unless a physical examination is required. There will be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2) unless the forty-eight (48) hours-for return to service is exceeded.
4. If the employee does comply with the requirements set forth in paragraph (2), and the EAP Counselor determines that the employee is in need of employee assistance, and the employee accepts counseling, then the employee will be returned to service upon a favorable recommendation from the EAP

Counselor. Successful completion of a physical examination will be required if the employee has been off more than 30 days. In addition, the employee will be subject to such continuing review and testing as deemed appropriate by and only under the direction of the EAP Counselor for up to two years to ensure the effectiveness of treatment. If a subsequent test conducted at the discretion of the EAP Counselor is positive, the employee will be removed from service and required to reenter treatment or counseling, and will again be subject to continuing review and testing for a two-year period commencing upon the completion of treatment. An employee will be permitted no more than two reenters after the initial enrollment in the EAP. There will be no claim progressed for any time lost as a result of the removal from service other than as provided in paragraph (2).

5. If the employee does not comply with the requirements set forth in paragraph (2) or does not accept counseling as provided in paragraph (4), he must lay off and, if he so desires, may request a formal investigation. Such request must be made within five (5) working days of the day removed from service. If the employee does not request an investigation and is off, he must request a leave of absence prior to the expiration of fifteen (15) calendar days. One 45-day leave of absence will be granted. If at the end of this period, the employee still has not contacted an EAP Counselor or does not accept counseling, if required, all regular rules of the agreements will apply.
6. The employees who originated the action as provided in paragraph (1) will not be called as a witness(s) if a formal investigation is held.
7. This Agreement will apply one time only to each employee covered by this Agreement. Thereafter, all regular rules of the agreements will apply.
8. The rules of the Agreements between the National Railroad Passenger Corporation and the United Transportation Union (Yardmaster's Department) are modified as provided by this Agreement.

9. This Agreement is effective and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed at Washington, D.C., this 1st of November 1988.

FOR THE UNITED TRANSPORTATION
UNION

/s/ Patrick Ryan

Patrick Ryan
General Chairman
Washington Terminal

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

/s/ C. B. Thomas

C. B. Thomas
Senior Director
Labor Relations

/s/ D. W. Collins

D. W. Collins
Director of Employee
Assistance Programs

APPROVED:

/s/ F. A. Hardin

F. A. Hardin
President

AGREEMENT
BETWEEN
NATIONAL RAILROAD PASSENGER CORPORATION
AND
UNITED TRANSPORTATION UNION
YARDMASTER DEPARTMENT

PREVENTION PROGRAM COMPANION AGREEMENT

Amtrak and the United Transportation Union jointly recognize that safety is the paramount concern and, further, than an alcohol and drug free environment is an essential element in maintaining a safe work place, agree to the following to ensure the utmost compliance with Rule G:

1. An employee charged with violating Rule G will be eligible to enroll in the Employee Assistance Program (EAP), and will not be disciplined (other than loss of pay for time held out of service) for the Rule G violation provided:
 - a. The employee has had no Rule G violation on his or her record for at least ten (10) years; and
 - b. The employee has not participated in the Rule G EAP for at least ten (10) years; and
 - c. The incident giving rise to the rule G charge did not involve significant rule violations other than Rule G: and
 - d. Waives investigation of the Rule G charge.
2. The employee must contact the EAP counselor within five (5) working days of electing to participate in the EAP.
3. After being contacted, the EAP counselor shall evaluate the employee to determine whether or not the employee may safely be returned to service and the course of treatment which the employee should follow.
4. If the evaluation indicates that the employee may safely be returned to service, he or she will be returned to service on a probationary basis for a period of two (2) years and will be subject to periodic alcohol and/or drug tests during that time as determined by and only under the direction of the EAP counselor. Following return to service, the employee must follow the course of treatment established by the counselor during the probationary period.

5. If the evaluation indicates that the employee may not safely be returned to service, he or she will be given a leave of absence until subsequent evaluation(s) indicate that it is safe to return the employee to service on a probationary basis as described in paragraph 4 above.
6. If, at any time during the 24-month probationary period, the employee fails to follow the course of treatment established by the EAP counselor or fails a periodic alcohol and/or drug test required by the counselor, Amtrak will remove the employee from the EAP. If the employee has been returned to service, Amtrak will remove employee from service and the employee will revert to the status of a dismissed employee.
7. An employee may withdraw from the EAP at any time by notifying, in writing, the EAP Counselor and the Amtrak officer who signed the Rule G charge. If the employee has been returned to service, Amtrak will remove the employee from service and the employee will revert to the status of a dismissed employee.
8. If the employee successfully completes the EAP Program, a notation to that effect will be placed on the employee's personal record and the employee's probationary status will terminate.
9. No claims will be progressed-by or on behalf of the employee based on time lost as a result of the incident leading to the employee's participating in the Rule G Employee Assistance Program.
10. This Agreement is effective 1988, and may be terminated by either party upon service of five (5) days written notice upon the other party.

Signed at Washington, D. C., this 1st of November, 1988.

FOR THE UNITED TRANSPORTATION
UNION

/s/ Patrick Ryan

Patrick Ryan
General Chairman
Washington Terminal

/s/ D. W. Collins

D. W. Collins
Director of Employee
Assistance Programs

APPROVED:

/s/ F. A. Hardin

F. A. Hardin
President

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

/s/ C. B. Thomas

C. B. Thomas
Senior Director
Labor Relations

NEW APPENDIX

CONTRACTING OUT

In accordance with Public Law No.105-134, December 2, 1997, of the “**Amtrak Reform and Accountability Act of 1997**”, the following language on contracting out is now a part of all applicable collective bargaining agreements:

- (1) Amtrak may not contract out work normally performed by an employee in a bargaining unit covered by a contract between a labor organization and Amtrak or a rail carrier that provided intercity rail passenger transportation on October 30, 1970, if contracting out results in the layoff of an employee in the bargaining unit.
- (2) This subsection does not apply to food and beverage services provided on trains of Amtrak.

Section 121 of the referenced Act in part amends **49 U.S.C. '24312** by striking subsection (b) from law as it existed before the date of enactment and amends any collective bargaining agreement with Amtrak to include the same language.

LETTER NO. 1(A)

December 16, 1982

Mr. J. C. Thomas
Vice President & General Chairman
Railroad Yardmasters of America
1069 Mississippi Avenue
Pittsburgh, PA 15216

Dear Sir:

This letter of understanding refers to negotiation of the January 1, 1983 Agreement.

This will confirm our understanding during our negotiations that employees transferring from the Consolidated Rail Corporation to the National Railroad Passenger Corporation in accordance with the provisions of the Implementing Agreement dated December 2, 1982, will be covered by their former Conrail Sick Leave Rule as amended on Attachment A hereto.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/ G. R. Weaver, Jr.
G. R. Weaver, Jr.
Assistant Vice President
Labor Relations

I CONCUR:

/s/ J. C. Thomas
J. C. Thomas
Vice President & General Chairman

12/16/82
(date)

LETTER NO. 1(B)

April 11, 1984

Mr. A. T. Otto, Jr.
Grand President
Railroad Yardmasters of America
1411 Peterson Avenue
Park Ridge, Illinois 60068

Dear Sir:

This letter of understanding refers to negotiation of the April 11, 1984 Agreement.

This will confirm our understanding during our negotiations that employees transferring from the Consolidated Rail Corporation to the National Railroad Passenger Corporation in accordance with the provisions of the Implementing Agreement dated April 11, 1984, will be covered by their former Conrail Sick Leave Rule as amended on Attachment A hereto.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/ G. F. Daniels
G. F. Daniels
Vice President
Labor Relations

I CONCUR:

/s/ A. T. Otto, Jr.
A. T. Otto, Jr.
Grand President

April 11, 1984
(Date)

ATTACHMENT "A" TO LETTERS OF UNDERSTANDING NOS. 1 (A) & (B)

SICK LEAVE

- (a) There is hereby established a nongovernmental plan for sickness allowance supplemental to the sickness benefit provisions of the Railroad Unemployment Insurance Act as now or hereafter amended. It is the purpose of this sick leave rule to supplement the sickness benefits payable under the Act and not to replace or duplicate them.
- (b) Each yard master holding a regular or extra position unable to perform work due to sickness (not including pregnancy) or injury (except injuries covered under Article IV of the September 20, 1968 Agreement) will be granted a supplemental sickness allowance for the following number of working days, excluding the first work day of each disability, in a calendar year after completion of the specified continuous years of service with the Corporation:

<u>CALENDAR YEARS OF CONTINUOUS SERVICE</u>	<u>WORKING DAYS</u>
1	5
2	10
10	15
11	16
12	17
13	18
14	19
15	20
16	21
17	22
18	23
19	24
20	25

- (c) The supplemental allowance to be paid under paragraph (b) will be equal to eighty (80) percent of the yard master's daily straight time compensation (or for extra yard masters, eighty (80) percent of the assistant yard master rate) less the maximum daily sickness allowance which the yard master will be paid, or could be paid, if proper claim were made by said yard master, under the Railroad Unemployment Insurance Act. In computing such allowance, only the period during which the yard master is accorded sick allowance as provided in this rule will be considered.
- (d) After the supplemental sickness allowance in the preceding paragraphs has been granted, a yard master covered by paragraph (b) will be entitled to an additional supplemental allowance as calculated in paragraph (e) for the following number of work days, excluding the first 4 days of any subsequent illness, in a calendar year after completion of the specified continuous years of service with the Corporation:

CALENDAR YEARS OF
CONTINUOUS SERVICE

WORKING DAYS

1	25*
15	50*

* This number will be increased by the number of unused sick days from the prior year not to exceed twenty-five (25).

- (e) This additional supplemental allowance to be paid for prolonged sick days will be equal to 70 percent of the yard master's daily straight time compensation (or for the extra yard masters, 70 percent of the assistant yard master rate) less the maximum daily sickness allowance which the yard master will be paid, or could be paid, if proper claims were made by said yard master, under the Railroad Unemployment Insurance Act. In computing such allowance, only the period during which the yard master is accorded sick allowance as provided in this rule will be considered.
- (f) A sickness commencing in one calendar year and continuing into the next calendar year will be paid in accordance with sick allowance due in the calendar year the disability began and no additional sick allowance shall be payable until the employee returns to active service.
- (g) No allowance will be made under this rule for any day on which the yard master is entitled to compensation under any other rule or agreement. In no case shall these benefits be payable for more than five (5) days in any work week.
- (h) Payment in cases of known bona-fide disability should be made currently by the local authorized officer in accordance with proper accounting department procedures. In cases of doubt, the yard master may be required to prove, preferably in the form of a Doctor's certificate, that the sickness or injury is bona-fide.
- (i) Any yard master falsely claiming sickness or injury will be subject to discipline.
- (j) Upon termination of employment relationship or retirement, the provisions of this rule will not be applicable.

LETTER NO. 2(A)

December 16, 1982

Mr. J. C. Thomas
Vice President & General Chairman
Railroad Yardmasters of America
1069 Mississippi Avenue
Pittsburgh, PA 15216

Dear Sir:

This letter of understanding refers to negotiation of the January 1, 1983 Agreement.

This will confirm our understanding during our negotiations that the provisions of Letter of Understanding No. 6 - Sick Leave, shall not apply to injury or sickness related to the use of drugs, alcohol, intentional self-inflicted injury or any act contrary to law.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/ G. R. Weaver, Jr.
G. R. Weaver, Jr.
Assistant Vice President
Labor Relations

I CONCUR:

/s/ J. C. Thomas
J. C. Thomas
Vice President & General Chairman

12/16/82
(date)

LETTER NO. 2(B)

April 11, 1984

Mr. A. T. Otto, Jr.
Grand President
Railroad Yardmasters of America
1411 Peterson Avenue
Park Ridge, Illinois 60068

Dear Sir:

This letter of understanding refers to negotiation of the April 11, 1984 Agreement.

This will confirm our understanding during our negotiations that the provisions of Letter of Understanding No. 3 - Sick Leave, shall not apply to injury or sickness related to the use of drugs, alcohol, intentional self-inflicted injury or any act contrary to law.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/ G. F. Daniels
G. F. Daniels
Vice President
Labor Relations

I CONCUR:

/s/ A. T. Otto, Jr.
A. T. Otto, Jr.
Grand President

April 11, 1984
(Date)

LETTER NO. 3(A)

December 16, 1982

Mr. J. C. Thomas
Vice President & General Chairman
Railroad Yardmasters of America
1069 Mississippi Avenue
Pittsburgh, PA 15216

Dear Sir:

This letter of understanding refers to negotiation of the January 1, 1983 Agreement.

This will confirm our understanding during our negotiations that Rule 1 - Scope is not applicable at locations or on shifts or on shifts where no yard masters are employed by Amtrak as of January 1, 1983.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/ G. R. Weaver, Jr.

G. R. Weaver, Jr.

Assistant Vice President

Labor Relations

I CONCUR:

/s/ J. C. Thomas

J. C. Thomas

Vice President & General Chairman

12/16/82

(date)

LETTER NO. 3(B)

April 11, 1984

Mr. A. T. Otto, Jr.
Grand President
Railroad Yardmasters of America
1411 Peterson Avenue
Park Ridge, Illinois 60068

Dear Sir:

This letter of understanding refers to negotiation of the April 11, 1984 Agreement.

This will confirm our understanding during our negotiations that Rule 1 - Scope is not applicable at locations or on shifts where no yard masters are employed by Amtrak as of May 15, 1984.

Please indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/ G. F. Daniels

G. F. Daniels
Vice President
Labor Relations

I CONCUR:

/s/ A. T. Otto, Jr.

A. T. Otto, Jr.
Grand President

April 11, 1984

(Date)

LETTER NO. 4

December 16, 1982

Mr. J. C. Thomas
Vice President & General Chairman
Railroad Yardmasters of America
1069 Mississippi Avenue
Pittsburgh, PA 15216

Dear Sir:

This letter of understanding refers to negotiation of the January 1, 1983 Agreement.

This will confirm our understanding during our negotiations that in view of the particular situation leading to the establishment of the seven (7) yard master positions at Boston, MA, the Corporation shall have the right to utilize the incumbents of such positions for Transportation Department assignments outside the normal scope of yard master work as a means of training for positions of greater responsibility.

It was further understood that such assignments would not serve to expand the scope of yard master work or as a basis for claim under any rule of the Agreement. Please indicate your concurrence by signing in the space provided below.

Very truly yours,

/s/ G. R. Weaver, Jr.

G. R. Weaver, Jr.
Assistant Vice President
Labor Relations

I CONCUR:

/s/ J. C. Thomas

J. C. Thomas
Vice President & General Chairman

12/16/82

(date)

LETTER NO. 5

MEMORANDUM OF AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

ITS EMPLOYEES REPRESENTED BY

THE

RAILROAD YARDMASTERS OF AMERICA

Whereas Amtrak has established a Leadership Training Program for First Line Supervisors which it desires employees represented by the Railroad Yardmasters of America to attend;

It is hereby agreed that employees attending such training will be governed by the following conditions:

1. The training covered by this Agreement will consist of Leadership Training for First Line Supervisors. A copy of the present course outline is attached to this Agreement as Attachment "A" for information.
2. It is expected that all training covered by this Agreement will be conducted at Lancaster, PA. However, should such program be established elsewhere on the Northeast Corridor these same provisions shall apply.
3. The difference in mileage between the employee's home to headquarters point and home to nearest available rail departure point, and the same for return, will be reimbursed, if rail transportation is used. Employees will also be reimbursed for necessary meals incurred in transit to the training facility.
4. Transportation to and from the training facility will be provided by Amtrak. Local transportation between the training facility and the lodging facility will also be provided when necessary.
5. Lodging will be provided by Amtrak at a suitable facility in the Lancaster, PA, area, or the area in which the training is to be held.
6. All meals will be provided by Amtrak.
7. The training program will be conducted Sunday through Saturday. Each employee will receive eight (8) hours per day at their straight time rate for the Sunday through Saturday training sessions as generally outlined in the attached class activity schedule.

The above Agreement is effective May 17, 1985, and will remain in full force and effect until this training program is completed.

FOR THE RAILROAD
YARDMASTERS OF AMERICA

/s/ J. C. Thomas

J. C. Thomas
General Chairman

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

/S/ J. M. Livingood

J. M. Livingood
Director-Labor Relations

Attachment A

LOCAL RULE SCHEDULE - NEW YORK ONLY

APRIL 10, 1997

The following Rules are revised in full to read as follows and applicable in New York only:

RULE 6 - Date of Seniority

“An employee's seniority date shall be established on the first day the employee is assigned as a permanent Yardmaster and works in such Yardmaster job classification subject to successfully completing their probationary period. If assigned as a Yardmaster, the employee shall receive the same seniority date in all lower job classifications under the agreement.”

RULE 17 - Basis of Pay

“a. Employees shall be paid the following hourly rates of pay, subject to future General Wage Increases and COLA adjustments, effective March 1, 1997.

Yardmaster	\$ 21.04 per hour
Assistant Yardmaster	\$ 18.94 per hour

- b. Eight (8) consecutive (8) hours service, exclusive of the time required to make transfers, shall constitute a day, except where requirements of the service necessitate, an unpaid meal period or intermittent service will be established by agreement between the Director-Labor Relations and the General Chairman. The assignments of regular Yardmasters shall be five (5) days per week.
- c. The phrase "time required to make transfer" includes the time spent by the Yardmaster when being relieved in transmitting to the relieving Yardmaster the information necessary to enable the latter to fully and completely begin Yardmaster service on the trick to which assigned. A Yardmaster who is required to remain in charge during the time transfer is being made shall not be considered to have accrued overtime.

RULE 28 - Programming

"Rule Not Applicable in New York"

RULE 32 - Assignment - Beginning Of

"Rule Not Applicable in New York"

RULE 33 - Assistant Yardmaster - Supervision Of

"Rule Not Applicable in New York"

Attachment B

LABOR-MANAGEMENT INCENTIVE COMMITTEE

APRIL 10, 1997

The Labor-Management Incentive Committee shall resolve all matters dealing with the administration of the incentive plan contained in this agreement. Standards shall be set by the Company in consultation with the Labor-Management Committee.

1. The Labor - Management Incentive Committee shall be comprised of the following or their representatives.

Vice President Customer Service - NEC
General Manager - Metropolitan Division
Director - Labor Relations
Asst. to the President - Yardmaster Dprt.- UTU
General Chairman - RYA
Local Chairman, New York - RYA

2. Incentives will be earned on a quarterly basis and payable within thirty (30) calendar days of the close of the measurement period.
 - a. The first incentive measurement period will commence June 1, 1997.
3. There shall be four (4) incentive categories as listed below.
 - a. Perfect Attendance
 - b. No Lost Time Injury
 - c. 95% On Time Dispatchments
 - d. Overtime Management
4. The annual incentive allowance in each category listed in paragraph 3. above is \$ 500.00. The maximum annual incentive allowance provided for in this agreement is \$ 2,000.00 per employee per year.

June 6, 1997

Mr. Savino Guida
Local Chairman - UTU
Local 1951
6 Barbara Place
W. Islip, NY 11795-4346

Dear Mr. Guida:

This has reference to our meeting concerning the incentive portion of the April 10, 1997, Yardmaster - New York Only Agreement. Based upon our discussions, Amtrak will apply the following principles to Yardmasters who hold regular positions during an entire measurement quarter.

A. Perfect Attendance (individual incentive)

1. The employee must work all regularly schedule hours unless properly excused for one of the below based reasons.
 - a. Bereavement
 - b. Personal Day(s)
 - c. Jury Duty
 - d. Union Business (union representative only)
 - e. Vacation

B. No Lost Time Injury (individual incentive)

1. The employee has no FRA reportable injury in the quarter.

C. 95% On-Time Performance (group incentive)

1. On-Time Performance Dispatchments of trains from New York Penn Station
2. Performance requirements will be suspended during major service disruptions, such as major derailment, catenary wire down, severe weather emergencies, etc.
 - a. The Local Chairman may request suspension of the TOP requirement from the General Manager - Metropolitan Division.
 - b. If the Local Chairman and the General Manager Metropolitan Division cannot agree, the dispute shall be progressed to the Labor Management Incentive Committee for resolution.

D. Overtime Budget Management (group incentive)

1. The incentive shall be met if at the end of a quarter the train and engine overtime budget is met or has a favorable variance.
 - a. The overtime budget will be set annually by the General Manager - Metropolitan Division in consultation with the Local Chairman.

If the foregoing accurately reflects our discussions, please sign where indicate and return one original to me.

Very truly yours,

/s/ Larry C. Hriczak
Larry C. Hriczak
Director - Labor Relations

I concur:

/s/ Savino Guida
Sal Guida
Local Chairman
United Transportation Union

Date

cc: Jim Cumby
Dick Kelly
Jon Tainow

LETTER NO. 7

MEMORANDUM OF AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

ITS EMPLOYEES REPRESENTED BY

THE

UNITED TRANSPORTATION UNION

(YARDMASTER DEPARTMENT)

It is agreed to amend the current Agreement as follows:

1. Effective with the date of this agreement, Toledo Terminal, Toledo, Ohio will be added to Appendix "B" as a Yardmaster location in Seniority District No. 6.
2. Yardmasters who have established or will establish seniority in District No. 6 may voluntarily exercise their seniority in accordance with Rule 10 - Exercise of Seniority to any location within the District.
3. A Yardmaster accepting a position under this agreement at Toledo, who is subsequently unable to hold a Yardmaster position within a thirty (30) miles radius from Toledo will not be required to exercise their Yardmaster seniority beyond that thirty (30) miles radius.
4. A Yardmaster voluntarily exercising seniority under this agreement beyond a thirty (30) miles radius from his/her current work location will be paid a minimum of five (5) days to qualify on the position taken.

It is agreed that this Agreement does not amend any of the existing provisions of the schedule agreement except as specifically enumerated herein.

This Agreement is effective on March 10, 1999.

United Transportation Union
Yardmaster Department

National Railroad Passenger
Corporation

/s/ James R. Cumby
James R. Cumby, General Chairman

/s/ Larry C. Hriczak
Larry C. Hriczak, Director-Labor Relations

LETTER NO. 8

March 10, 1999

Mr. James R. Cumby, General Chairman
United Transportaion Union
28686 Squire Drive
Chesterfield Township, Michigan 48047

This will confirm the discussions regarding the Memorandum of Agreement covering Yardmaster service in Toledo, Ohio.

The understanding of the intent and application of Item 4, paid training, is that it may be on-site, on-the-job or a combination of the two.

Further, it is agreed that the hours of assignment of the position may not conform to Rule 32 as the position will be established based on the operational requirements at the location.

If these understandings are correct, please indicate your agreement by signing both copies, returning one copy to this office.

Very truly yours,

/s/ Larry C. Hriczak
Larry C. Hriczak
Director-Labor Relations

I Agree:

/s/ James R. Cumby
James R. Cumby, General Chairman

LETTER NO. 9

MEMORANDUM OF AGREEMENT

BETWEEN

NATIONAL RAILROAD PASSENGER CORPORATION

AND

ITS EMPLOYEES REPRESENTED BY

THE

UNITED TRANSPORTATION

(YARDMASTER DEPARTMENT)

It is agreed to amend the current Agreement as follows:

1. Effective with the date of this agreement, Jacksonville, Florida, will be added to Appendix "B" as a Yardmaster location in Seniority District No. 6.
2. Yardmasters who have established or will establish seniority in Seniority District No. 6 may voluntarily exercise their seniority in accordance with Rule 10 - Exercise of Seniority to any location within the District.
3. A Yardmaster accepting a position under this agreement at Jacksonville, who is subsequently unable to hold a Yardmaster position within a thirty (30) mile radius from Jacksonville will not be required to exercise their Yardmaster seniority beyond that thirty (30) mile radius.
4. A Yardmaster voluntarily exercising seniority under this agreement beyond a thirty (30) mile radius from his/her current work location will be paid a minimum of five (5) days to qualify on the position taken. Such qualification training may be on-site, on-the-job, or a combination of the two.

It is agreed that this Agreement does not amend any of the existing provisions of the schedule agreement except as specifically enumerated herein.

This Agreement is effective on March 10, 2000.

United Transportation Union
Yardmaster Department

National Railroad Passenger Corporation

/s/ James R. Cumby
James R. Cumby
General Chairman

/s/ Larry C. Hriczak
Larry C. Hriczak
Director - Labor Relations

AGREEMENT

This agreement made this 15th day of February 2000, by and between the National Railroad Passenger Corporation (Amtrak) and its employees represented by the United Transportation Union (Yardmaster Department) is in full and final settlement of all pending Section 6 Notices filed by both parties.

ARTICLE I - WAGES

Section 1 - Signing Bonus

On the date of this Agreement, each employee will be entitled to a signing bonus of \$400. The carrier will make all reasonable efforts to pay the signing bonus within 45 days of the receipt of written notice of ratification.

Section 2 - First General Wage Increase

Effective December 1, 1995, all hourly rates of pay of employees covered by this Agreement in effect on the preceding day shall be increased in the amount of three percent (3%).

(a) Disposition of Fractions -

Rates of pay resulting from application of this section which end in a fraction of a cent will be rounded to the nearest whole cent; fractions less than one-half cent will be dropped, and fractions of one-half cent or more will be increased to the nearest full cent.

(b) Application of Wage Increase -

The increase in wages provided for in this section will be applied in accordance with the wage or working conditions agreement in effect. Special allowances not included in fixed rates and arbitraries representing duplicate time payments will not be increased.

Section 3 - First Lump Sum Payment

Each employee will be paid a lump sum equal to three percent (3%) of the employee's compensation for 1995, excluding pay elements not subject to general wage increases under Section 2(b) of this Article. The carrier will make all reasonable efforts to pay the said lump sum within 45 days of the receipt of written notice of ratification.

Section 4 - Second General Wage Increase

Effective January 1, 1998, all hourly rates of pay in effect on December 31, 1997, for employees covered by this Agreement shall be increased in the amount of three and one-quarter percent (3¼ %). The increase provided for in this Section will be applied in the same manner as provided for in Section 2 hereof.

Section 5 - Second Lump Sum Payment

Each employee will be entitled to a lump sum of three and one-half percent (3½%) of the employee's compensation for 1997, excluding pay elements not subject to general wage increases under Section 2(b) of this Article. The carrier will make all reasonable efforts to pay the said lump sum within 45 days of the receipt of written notice of ratification.

Section 6 - Third General Wage Increase

Effective October 1, 1999, all hourly rates of pay in effect on September 30, 1999, for employees covered by this Agreement shall be increased in the amount of three and one-half percent (3½%). The increase provided for in this Section will be applied in the same manner as provided for in Section 2 hereof.

Section 7 - Eligibility for Receipt of "Signing Bonus," Lump Sum Payments

The signing bonus and lump sum payments provided for in this Article shall be paid to each employee subject to this Agreement who has an employment relationship as of fifteen (15) days prior to the date such payments are payable, or has retired or died subsequent to the beginning of the applicable calendar year used to determine the amount of such payment. There shall be no duplication of the signing bonus or lump sum payments by virtue of employment under another agreement nor will such payments be used to offset, construct or increase guarantees in protective agreements or arrangements.

Section 8 - Signing Bonus Proration

In the case of any employee subject to the wage progression or entry rates, the dollar amount of the Signing Bonus specified in Section 1 shall be adjusted by multiplying such amount by the weighted average entry rate percentage applicable to wages earned during the specified determination period.

ARTICLE II - COST-OF-LIVING PAYMENTS

Part A - Cost-of-Living Payments Under Article II of the 1992 Amtrak/UTU Agreement

The nine cent (\$0.09) cost-of-living allowance in effect beginning July 1, 1995, pursuant to Article II of the June 1, 1993 Amtrak/UTU-Yardmaster Department Agreement, shall be rolled into the basic rates of pay on November 30, 1995, and such Article II shall be eliminated at that time, except as provided in Article III(c) (Retroactive Payments) of this Agreement.

Part B - Cost-of-Living Allowance Through January 1, 2000, and Effective date of Adjustment

- (a) A cost-of-living allowance, calculated and applied in accordance with the provisions of Part C of this Article, except as otherwise provided in this Part, shall be payable and rolled into the basic rates of pay on December 31, 1999.
- (b) The measurement periods shall be as follows:

MEASUREMENT PERIODS

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
March 1995 plus March 1997	March 1996 March 1998	Dec. 31, 1999

The number of points change in the CPI during each of these measurement periods shall be added together before making the calculation described in Part C, Section 1(e) of this Article.

(c) (i) Floor. The minimum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Minimum CPI Increase That Shall Be Taken Into Account</u>
Dec. 31, 1999	4% of March 1995 CPI plus 4% of March 1997 CPI

(ii) Cap. The maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That Shall Be Taken Into Account</u>
Dec. 31, 1999	6% of March 1995 CPI plus 6% of March 1997 CPI

(d) The cost-of-living allowance payable to each employee and rolled into basic rates of pay on December 31, 1999, shall be equal to the difference between (i) the cost-of-living allowance effective on that date pursuant to this Part, and (ii) the amount resultant from the formula contained in Article II, Part B(d)(ii) of the NCCC/UTU May 8, 1996, Award of Arbitration Board 559, or as otherwise may be agreed to nationally.

Part C - Cost-of-Living Allowance and Adjustments Thereto After January 1, 2000

Section 1 - Cost-of-Living Allowance and Effective Dates of Adjustments

(a) A cost-of-living allowance shall be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the “Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)” (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the CPI. The first such cost-of-living allowance shall be payable effective July 1, 2000, based, subject to paragraph (d), on the CPI for March, 2000, as compared with the CPI for September, 1999. Such allowance, and further cost-of-living adjustments thereto which shall become effective as described below, shall be

based on the change in the CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

MEASUREMENT PERIODS

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
September 1999	March 2000	July 1, 2000
March 2000	September 2000	January 1, 2001

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

- (b) While a cost-of-living allowance is in effect, such cost-of-living allowance shall apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.
- (c) The amount to the cost-of-living allowance, if any, that shall be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.
- (d) (i) Cap. In calculations under paragraph (e), the maximum increase in the CPI that shall be taken into account shall be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 2000	3% of September 1999 CPI
January 1, 2001	6% of September 1999 CPI, less the increase from September 1999 to March 2000

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

- (ii) Limitation. In calculations under paragraph (e), only fifty percent (50%) of the increase in the CPI in any measurement period shall be considered.
- (iii) If the increase in the CPI from the base month of September 1999 to the measurement month of March 2000 exceeds 3% of the September 1999 base index, the measurement period that shall be used for determining the cost-of-living adjustment to be effective the following January shall be the 12-month period from such base month of September, the increase in the index that shall be taken into account shall be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into

account shall be 6% of such September base index less the 3% mentioned in the preceding clause, to which shall be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which shall have become effective July 1, 2000, during such measurement period.

- (iv) Any increase in the CPI from the base month of September 1999 to the measurement month of September 2000 in excess of 6% of the September 1999 base index shall not be taken into account in the determination of subsequent cost-of-living adjustments.
- (v) The procedure specified in subparagraphs (iii) and (iv) shall be applicable to all subsequent periods during which this Article is in effect.
- (e) Formula. The number of points change in the CPI during a measurement period, as limited by paragraph (d), shall be converted into cents on the basis of one cent equals 0.3 full points. (By “0.3 full points” it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion shall not be counted.)

The cost-of-living allowance in effect on December 31, 2000, shall be adjusted (increased or decreased) effective January 1, 2001, by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the CPI during the applicable measurement period. Any residual tenths be added to the amount of the cost-of-living allowance in effect on December 31, 2000, if the CPI shall have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index shall have been lower at the end than at the beginning of the measurement period and, then, only to the extent that the allowance remains at zero or above. The same procedure shall be followed in applying subsequent adjustments.

- (f) Continuance of the cost-of-living allowance and the adjustment thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W during such measurement period.

Section 2 - Payment of Cost-Of-Living Allowances

- (a) The cost-of-living allowance payable to each employee effective July 1, 2000, shall be equal to the difference between (i) the cost-of-living allowance effective on the date pursuant to Section 1 of this Part, and (ii) the amount resultant from the formula contained in Article II, Part C, Section 2(a)(ii) of the NCCC/UTU May 8, 1996, Award of Arbitration Board 559.
- (b) The increase in the cost-of-living allowance effective January 1, 2001, pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.

- (c) The increase in the cost-of-living allowance effective July 1, 2001, pursuant to Section 1 of this Part shall be payable to each employee commencing on that date.
- (d) The procedure specified in paragraphs (b) and (c) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.
- (e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3 - Application of Cost-Of-Living Allowances

The cost-of-living allowance provided for by Section 1 of this Part C will be payable as provided in Section 2 and will not become part of basic rates of pay. Such allowance and the adjustments thereto will be applied as follows:

Hourly Rates - Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I.

Section 4 - Continuation of Part C

The arrangements set forth in Part C of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

ARTICLE III - RETROACTIVE PAYMENTS

- (a) Retroactive wage adjustments will be made as follows:

The carrier will make all reasonable efforts to make the payments owed as a result of the retroactive application of the general wage increases contained in Article I, Sections 2, 4, and 6 will be paid within 45 days of the receipt of written notice of ratification. These amounts will be reduced \$167.22 per employee for health benefits.

- (b) General wage increases will be implemented as soon as possible. The Union will be notified of the implementation schedule. Retroactive payments will run to, but not including, the date of such implementation.
- (c) The payment specified in paragraph (a) will be reduced by the excess of (i) the cost-of-living allowance provided for in Article II, Part B, Sections 1 and 4 of the NCCC/UTU imposed agreement, dated November 1, 1991, and (ii) the nine cent cost-of-living allowance rolled into the basic rate in Article II, Part A above. In the calculation of (i) above, the offsets in clauses (ii) in Article II, Part B, Section 2(b) of the NCCC/UTU imposed agreement adopted in the Amtrak/UTU-Yardmaster Department agreement, dated June 1, 1993, will not be taken into consideration to reduce (i).

ARTICLE IV - AMTRAK/LABOR PRODUCTIVITY COUNCIL

The UTU-Yardmaster Department and Amtrak will immediately establish a joint labor/management productivity council. The Council's purpose is to achieve real, measurable cost savings through a joint process yielding benchmarks for productivity increases and strategies to achieve them.

The Council would be based on a structure of mutual representation and consensual decision-making. The UTU-Yardmaster Department and management shall each designate representatives in writing, and may revoke such designations at any time. Representatives designated by the UTU-Yardmaster Department shall be reimbursed in accordance with the schedule agreement. All costs of the Council shall be borne by Amtrak.

The Council will select a mutually agreed-upon third party -- government, private sector business, non-profit or otherwise -- to help develop benchmarks and to evaluate labor and management's progress toward those measurable goals.

Bench-marking and goal setting are not new to the transportation industry -- and especially not new to railroads. In fact, Amtrak already has the facility to collect and compare work performance.

This process would provide a forum for discussion to encourage labor participation in job scheduling and design, and other logistics. Similar work-teams are used in the auto industry and other businesses to cost-engineer work processes.

The Council will work to identify possible steps for improvement in such areas as:

1. Effective use of new technology.
2. Current and proposed modes of work organization and methods.
3. Training.
4. Issues of workplace quality of life and fair treatment.

Possible specific cost reduction or revenue improvement targets/goals include, for example:

1. Reducing costs related to injuries.
2. Efficient use of resources and reduction of wastage.
3. Increasing productivity.
4. Increasing revenue through on-time performance.

Distribution of Benefits of Savings. As productivity enhancement targets are established in all areas, periodic reviews of benchmarked activities shall evaluate progress toward those goals and value of increased efficiencies and savings to Amtrak's bottom line. Savings up to \$3 million annually would primarily benefit Amtrak's bottom line. (Employees shall receive 20 percent of the benefits of the savings, while the company receives 80 percent.) However, if total annual savings exceed \$3 million per year, 50 percent of those savings shall be paid to employees as a bonus above normal wages and payments.

Any savings generated through the Productivity Council are independent from the savings generated under this agreement.

ARTICLE V - OCCUPATIONAL HEALTH/WORK RELATED INJURY PROJECT

The UTU-Yardmaster Department and Amtrak shall adopt and implement elements of the current On-Duty Injury Project, designed to deliver quality, more cost effective medical care and rehabilitation services.

The parties further agree to cooperate in the establishment of a joint union/management committee to review processes to facilitate employees returning work, as may be further necessary. It is understood that an employee's participation in the current On-Duty Injury Project is entirely voluntary.

ARTICLE VI - CONTINGENCIES

The agreement will be effective only upon ratification by the UTU-Yardmaster Department. The parties to this agreement further agree that specific funding actions must occur to assure that Amtrak can execute the financial obligations of this agreement. Federal appropriations funding contingencies that must be met in order for Amtrak to be bound to carry out financial obligations include, but are not limited to:

- enactment of an Amtrak authorization bill; and
- submission by the Administration and enactment of legislation providing assistance in amounts consistent with the "glidepath" to zero operating subsidy by FY 2002; and;
- submission by the Administration and enactment of legislation providing additional assistance in amounts sufficient to correct shortfalls in FY 1996 and 1997 assistance; and
- no reduction in the first payment of \$1.15 billion from the Capital Trust Fund; and
- appropriation of general capital in FY 2000 at levels at least comparable to the FY 99 level.

Should the Amtrak Board of Directors determine that any of these contingencies - or other significant funding event - has failed to occur within a reasonable time, the UTU-Yardmaster Department/Amtrak Agreement provisions related to wage increases not yet paid shall be void unless the Amtrak Board of Directors determines that Amtrak is financially able to continue such payments. Prior to making its decision, the Board of Directors shall consult with the UTU-Yardmaster Department. If the wage increase provisions are void because such contingencies are not met or if Amtrak fails to pay scheduled increases and/or scheduled retroactive payments and/or scheduled lump sum payments on schedule:

1. Amtrak shall notify the UTU-Yardmaster Department as soon as it has determined that it will be unable to pay the scheduled increase and/or retroactive payment, and/or lump sum payment on schedule.
2. The parties will for a period of 30 days renegotiate the terms and conditions of this agreement in an effort to meet changed financial circumstances.
3. At the end of the 30 days, a cooling-off period will prevail for 30 days.

4. At the end of the cooling-off period, the parties may engage in self-help. If either party engages in self-help, the agreement will no longer bind either party.
5. The parties agree that a failure to pay scheduled pay increases and/or retroactive lump sum payments on schedule shall be a major dispute.
6. Clerical error which delays scheduled pay increases and/or retroactive payments and/or lump sum payments shall not trigger procedures 1-5 above.

This agreement is without prejudice to UTU-Yardmaster Department's position that the glidepath is a poorly considered transportation policy.

ARTICLE VII - OTHER WORK RULES CHANGES

The agreements is further amended, as concerns Rules 3, 20, 32, 33 and 36, as set forth in Appendix "A" of this agreement.

ARTICLE VIII - MORATORIUM

- A. The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notice dated October 27, 1995, served upon the organization by Amtrak, and all notices served on Amtrak by the organization on or after November 16, 1994. This agreement shall remain in effect through December 31, 1999 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- B. No party to this Agreement shall serve notice prior to November 1, 1999 (not to become effective before January 1, 2000), any notice or proposal which relates to the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties specified in paragraph (A) above and any proposal in pending notices relating to such subject matters are hereby withdrawn.

C. This Article will not bar the National Railroad Passenger Corporation and the Organization signatory hereto from agreeing upon any subject of mutual interest.

FOR THE NATIONAL RAILROAD
PASSENGER CORPORATION

FOR THE UNITED
TRANSPORTATION UNION

/s/ _____
Joseph M. Bress
Vice President - Labor Relations

/s/ _____
James R. Cumby
General Chairman - UTU GO 342

/s/ _____
Larry C. Hriczak
Director Labor Relations

/s/ _____
Donald R. Carver
VP - Yardmaster Department

Lorraine McLaughlin
Labor Relations Officer

Travis C. Hinton
Chief Operating Officer, Amtrak Intercity

P. Thomas Pyle
General Manager Staff and Support, NEC

February 15, 2000
Letter No. 1

Mr. James R. Cumby
General Chairman - UTU GO 342
28686 Squire Drive
Chesterfield, MI 48047

Dear Sir:

This refers to the increase in wages provided for in Article I, Sections 2, 4, and 6 of the Agreement of this date.

It is understood that the retroactive portion of that wage increase shall be applied only to employees who have an employment relationship with the carrier on the date of this Agreement or who retired or died subsequent to December 1, 1995.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Larry C. Hriczak
Director - Labor Relations

I concur.

James R. Cumby
General Chairman - UTU GO 342

February 15, 2000
Letter No. 2

Mr. James R. Cumby
General Chairman - UTU GO 342
28686 Squire Drive
Chesterfield, MI 48047

Dear Sir:

This letter has reference to the formulas contained in Article II, Part B (d) and Part C (2) (a) of the agreement of this date.

Whatever offset the above-referenced formulas produce nationally will be accepted on Amtrak.

Very truly yours,

Larry C. Hriczak
Director - Labor Relations

I concur.

James R. Cumby
General Chairman - UTU GO 342

February 15, 2000
Letter No. 3

Mr. James R. Cumby
General Chairman - UTU GO 342
28686 Squire Drive
Chesterfield, MI 48047

Dear Sir:

This refers to our discussions concerning changes to the manner in which Amtrak administers payroll for employees represented by UTU-Yardmaster Department.

It was agreed that when Amtrak's new payroll system is prepared to implement a bi-weekly payroll, pay every two weeks, that Amtrak would proceed to implement such bi-weekly payroll in a manner that would create the least pay disruption to the employees represented by UTU-Yardmaster Department. It was further agreed that each employee's pay would be required to be made through direct deposit to their financial institution. It was agreed that each employee covered by this agreement would provide the necessary information to implement the direct deposit of their payroll check within thirty (30) days of the institution of the bi-weekly payroll.

Please acknowledge your agreement by signing your name in the space provided below.

Very truly yours,

Larry C. Hriczak
Director - Labor Relations

I concur.

James R. Cumby
General Chairman - UTU GO 342

APPENDIX "A"

Section A - Probationary Period

Revise existing RULE 3 - PROBATIONARY PERIOD to provide for a one hundred twenty (120) calendar day probationary period. This change to one hundred twenty (120) will also be included in Rule 35 - Discipline and Appeals.

Section B - Holidays

Revise RULE 20 - HOLIDAYS as follows:

- (a) Yard masters shall be paid at the rate of time and one-half for working on any of the following enumerated holidays, or the day observed by the Nation, in addition to their regular pay, which regular pay will be paid if he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday:

New Year's Day	Labor Day
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day

NOTE: Christmas Eve is the day before Christmas is observed.

Except in unforeseen circumstances, regular yard masters shall be given not less than thirty-six (36) hours advance notice when they are required to work on a holiday.

- (b) Under no circumstances will a yard master be allowed more than one time and one-half payment for service performed by him during a tour of duty, whether it is a work day, a rest day, or a vacation day, which also is a holiday.
- (c) In instances when a recognized holiday falls on an assigned work day of a regular yard master assignment, the Carrier shall have the right to blank such position on that day and the yard master then holding such assignment shall be paid for that day on the basis of his regular straight time rate of pay, provided he does not render other compensated service for the railroad during the hours of such yard master assignment and provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following the holiday. If any work of such position is performed by other than the incumbent on the shift on which it is blanked, it shall be performed in accordance with this Agreement.
- (d) (1) When any of the holidays enumerated in paragraph (a) hereof falls on a rest day of a regular yard master, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and

on the first workday immediately following the holiday falling on a rest day. A regular relief yard master who qualifies for pay for a holiday falling on a rest day in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding the holiday falling on a rest day. In addition to the one day's pay at the straight time rate for the rest day holiday herein provided, if a regular yard master works as a yard master on his rest day he shall be entitled to one time and one-half payment for service performed by him pursuant to paragraph (b) hereof.

(2) When any of the holidays enumerated in paragraph (a) hereof falls during a regular yard master's vacation period, he shall receive, in addition to his regular pay, one day's pay at the straight time rate of his regular position, provided he fills his regular position on the last workday immediately preceding and on the first workday immediately following his vacation period. A regular relief yard master who qualifies for pay for a holiday falling during his vacation period in accordance with the foregoing shall be paid at the straight time rate of the position he filled on the last workday immediately preceding his vacation period.

(3) Solely in the application of the holiday pay provided in Item (1) of this paragraph (d), extra yard masters shall be considered as having Tuesday and Wednesday as their "rest days". Such holiday pay shall be allowed at the Assistant Yard Master's Rate.

(e) Effective January 1, 1983, each employee covered by the Agreement will receive a "personal holiday" in lieu of a workday, subject to the qualifying requirements of this rule. Such day will be selected by the employee, consistent with the requirements of service, upon 48 hours' advance notice to the Corporation. The "personal holiday" request must be made before October 12 of each year. Failing to do so, such "personal holiday" will be assigned by management.

Section C - Beginning of Assignment

Revise RULE 32 - ASSIGNMENT - BEGINNING OF to read as follows:

(a) Where three shifts are employed, the tour of duty of regular assignments shall not begin or end between the hours of Midnight and six (6:00) a.m., except by agreement between the Corporation and the Local Chairman and approved by the General Chairman and Director-Labor Relations.

(b) Where less than three shifts are employed, the tour of duty of regular assignments shall be determined by operational requirements and written notice shall be provided to the General Chairman.

Section D - Supervision of Assistant Yard Masters

Delete RULE 33 - ASSISTANT YARD MASTERS - SUPERVISION OF

Section E - Discipline and Appeals

Revise RULE 36 - DISCIPLINE AND APPEALS by adding an intent to discipline paragraph as paragraph (a) and renumbering the rule as appropriate:

RULE 35 - DISCIPLINE AND APPEALS

- (a) In those cases where an employee's offense(s) suggest discipline short of dismissal and the Corporation believes that discipline of an employee is warranted, the employee will be notified in writing with a copy to his duly accredited representative of the intent to discipline him. The notice will advise the employee of the specific offense(s) and the reason(s) for the intended imposition of the discipline. Letters of intent to impose discipline shall not be issued to an employee for any offense of which the employee's supervisor has had actual knowledge for more than 30 calendar days, except where a civil action or criminal proceeding results from the offense, in which event the letter of intent to impose discipline may be issued within 30 days of the final judgment.

Within seven days from receipt of the written intent to discipline, the employee and his duly accredited representative will meet with management's representative at the employee's city of employment for the purpose of resolving the matter. At the meeting, the parties will either agree in writing to the amount of discipline to be assessed, if any, or a formal hearing will be scheduled as provided for in this rule. If management's representative fails to attend the meeting, the letter of intent to impose discipline will be withdrawn and canceled. If the employee fails to attend the meeting, the Corporation may assess whatever discipline it considers appropriate subject to appeal pursuant to paragraph (d) hereof.